

## Delivery Note 80134167 05/29/2009



Attn: Michael Rosati 734-320-8588  
GM Powertrain Headquarters  
895 Joslyn Ave  
Plant 13 Dock 45W  
Pontiac MI 48340-2920

Suite 550  
39500 Orchard Hill Place  
Novi, MI 48375  
  
Phone (248) 449-9290  
Fax (248) 449-9704  
sales@vector-cantech.com

**Purchase Order: TCS27325**  
**Mike Rosati +1 734 320 8588**

| ItemNo | Qty | Description  |
|--------|-----|--|
| 10     | 2   | <b>CANoe RUN V7.1</b><br>PRZX4641 001<br>Vendor# 11-175-7464   |
| 20     | 2   | <b>CANboardXL PCIe V1.0 (Unlicensed)</b><br>PRZX4641 002<br>Vendor# 11-175-7464<br>786 /<br>636 /                    |
| 30     | 4   | <b>CANpiggy 1050opto (installed)</b><br>CANpiggies come pre-installed in hardware when applicable.<br>PRZX4641 003   |
| 90     | 2   | <b>CANboardXL PCIe V1.0 ( Unlicensed )</b><br>PRZX4641 002<br>Vendor# 11-175-7464<br>788 /<br>524 /                  |
| 100    | 2   | <b>CANpiggy 1050opto (installed)</b><br>CANpiggies come pre-installed in hardware when applicable.<br>PRZX4641 003   |
| 110    | 2   | <b>CANpiggy 5790opto c (installed)</b><br>CANpiggies come pre-installed in hardware when applicable.<br>PRZX4641 004 |
| 170    | 2   | <b>Maintenance Agreement CANoe RUN</b><br>PRZX4641 005<br>Vendor# 11-175-7464  |



Vector CANtech, Inc.

Suite 550  
39500 Orchard Hill Place  
Novi, MI 48375

Phone (248) 449-9290  
Fax (248) 449-9704  
sales@vector-cantech.com

## Order Confirmation 120501 05/13/2009

Senior Project Engineer  
Bldg. C, Cube 1C28  
Bldg. C Cube 1C28  
General Motors Corporation  
895 Joslyn Road  
Pontiac MI 48340  
Phone : +1 734 320 8588  
Fax :  
E-Mail : michael.r.rosati@gm.com

**Shipment address:**  
General Motors Corporation  
1999 Centerpoint Parkway  
Pontiac MI 48341-3147

**PO Number: TCS27325**

Dear Mr. Rosati,

Thank you for your interest in Vector products. Please call if we can answer any questions.

Did you know...

**Vector's diagnostic solution covers everything you need to generate and automate your vehicle diagnostics.**

Ask our sales department for more details!

| Item | Qty | PartNr.             | Description  | Price(USD)  | LineTotal(USD) |
|------|-----|---------------------|--|-------------|----------------|
| 1000 | 2   | 11190               | CANoe RUN V7.1   | \$ 6,951.00 | \$ 13,902.00   |
|      |     | Discount [%]        | 25.00- %   |             | \$ 3,475.50-   |
|      |     |                     |  |             | \$ 10,426.50   |
|      |     | PRZX4641 001        |  |             |                |
|      |     | Vendor# 11-175-7464 |  |             |                |
|      |     |                     | Software tool as runtime environment for (remaining bus) simulation, communication analysis and testing of ECUs in distributed systems. Supports bus system CAN. |             |                |
| 2000 | 2   | 07136               | CANboardXL PCIe V1.0 (Unlicensed)  | \$ 875.00   | \$ 1,750.00    |
|      |     | PRZX4641 002        |  |             |                |
|      |     | Vendor# 11-175-7464 |  |             |                |
|      |     |                     | PCI-Express interface for CAN and LIN (2 channels).  |             |                |
| 2010 | 4   | 22026               | CANpiggy 1050opto (installed)  | \$ 163.80   | \$ 655.20      |
|      |     | Discount [%]        | 5.00- %  |             | \$ 32.76-      |
|      |     |                     |  |             | \$ 622.44      |
|      |     | PRZX4641 003        |  |             |                |

Document-No.: 120501 Date: 05/13/2009

| Item   | Qty | PartNr.         | Description                                | Price(USD)  | LineTotal(USD)      |
|--|-----|-----------------|--|-------------|---------------------|
| Vendor# 11-175-7464<br>Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.                  |     |                 |  |             |                     |
| 3000   | 2   | <b>07136</b>    | <b>CANboardXL PCIe V1.0 ( Unlicensed )</b> | \$ 875.00   | \$ 1,750.00         |
| PRZX4641 002<br>Vendor# 11-175-7464<br>PCI-Express interface for CAN and LIN (2 channels).                         |     |                 |  |             |                     |
| 3010   | 2   | <b>22026</b>    | <b>CANpiggy 1050opto (installed)</b>       | \$ 163.80   | \$ 327.60           |
| Discount [%]   |     |                 |  | 5.00- %     | \$ 16.38-           |
|  |     |                 |  |             | \$ 311.22           |
| PRZX4641 003<br>Vendor# 11-175-7464<br>Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.  |     |                 |  |             |                     |
| 3020   | 2   | <b>22022</b>    | <b>CANpiggy 5790opto c (installed)</b>     | \$ 163.80   | \$ 327.60           |
| Discount [%]   |     |                 |  | 5.00- %     | \$ 16.38-           |
|  |     |                 |  |             | \$ 311.22           |
| PRZX4641 004<br>Vendor# 11-175-7464<br>Transceiver module with opto decoupled Single-Wire CAN transceiver AU5790c. |     |                 |  |             |                     |
| 5000   | 2   | <b>NK-CANOE</b> | <b>Maintenance Agreement CANoe RUN</b>     | \$ 1,296.00 | \$ 2,592.00         |
| PRZX4641 005<br>Vendor# 11-175-7464  |     |                 |  |             |                     |
| <b>Total value</b>   |     |                 |  |             | <b>\$ 17,763.38</b> |

**NOTE:**

**We deliver based upon the following Terms and Conditions:**

Acceptance and delivery of this order is governed by Vector CANtech's Terms and Conditions, listed as Exhibit A, which supersede any customer's purchase order Terms and Conditions, unless otherwise agreed upon in writing. These Terms and Conditions are also located at:  
[http://www.vector-cantech.com/portal/medien/vector\\_cantech/Vector\\_Terms\\_and\\_Conditions.pdf](http://www.vector-cantech.com/portal/medien/vector_cantech/Vector_Terms_and_Conditions.pdf)

**Terms of payment:**

No deduction until day 2 in 2 months

Baseline date on day 31 of month

If paying by credit card, please note additional fees may be charged by your credit card company.

**Delivery Terms:** Products shipped 7-10 days upon receipt of order.

This quotation is valid for 30 days.

Shipping is FOB destination - USA only.

Document-No.: 120501 Date: 05/13/2009

Best Regards,  
Vector CANtech, Inc.  
Sue Larabell

## **EXHIBIT A: VECTOR STANDARD TERMS AND CONDITIONS**

**1. TERMS AND CONDITIONS.** Vector CANtech, Inc. ("Vector") and Customer, its successors, assigns, affiliates, and representatives (hereinafter referred to as "Customer") agree that these Vector Standard Terms and Conditions (the "Vector Standard Terms and Conditions") govern Customer's Purchase Order or any other document that Customer may heretofore have sent or later send to Vector (collectively, the "Customer Documents"). Fulfillment of Customer's Purchase Order is expressly conditioned upon Customer's acceptance of these Vector Standard Terms and Conditions, which acceptance shall be deemed to occur upon the earlier of Customer's issuance of a Purchase Order upon receipt of these Vector Standard Terms and Conditions or Customer's failure to object in writing within ten (10) days after later receipt of the same notwithstanding: (i) the inclusion of different or additional terms and conditions on the Customer Document, (ii) Vector's shipment to Customer of the Vector Product set forth on the Customer Document, or (iii) Vector's acceptance of the purchase price set forth on the Customer Document. In any event, if there shall be any inconsistency or conflict between the Vector Standard Terms and Conditions and the Customer Document (including those terms appearing on the reverse side of, or as an attachment to, a Customer Document), Vector rejects such inconsistent or conflicting terms and the Vector Standard Terms and Conditions shall govern and control. In addition, the terms and conditions of the License Agreement (defined herein) and any Maintenance Certificate issued thereunder are hereby incorporated herein by reference, to the extent that the Vector Products are Vector Tool Software and/or Hardware.

## **2. ADDITIONAL DEFINITIONS.**

2.1 "Order Confirmation" means Vector's confirmation of Customer's Purchase Order to which the Vector Standard Terms and Conditions are attached.

2.2 "Quote" means the offer sent by Vector to Customer in response to Customer's request for a quote, which shall be governed by these Vector Standard Terms and Conditions, even if the Quote does not reference these Vector Standard Terms and Conditions.

2.3 "License Agreement" means the Vector Tool License Agreement for the licensure of Vector Products that are Vector Tool Software and Hardware, both as defined therein.

2.4 "Purchase Order" means Customer's acceptance of the Quote.

2.5 "Vector Product" means the product, including Vector Tool Software and Hardware, ordered by Customer from Vector, which is described on the Order Confirmation or some other document issued by Vector in relation thereto.

2.6 "Invoice" means the document sent by Vector to Customer requesting payment for the Vector Product delivered to Customer.

**3. MODIFICATION.** The Vector Standard Terms and Conditions may not be modified, altered or added to except with Vector's prior written consent, signed by a duly authorized representative of Vector.

Document-No.: 120501 Date: 05/13/2009

4. **LICENSE.** Any Vector Product that is Vector Tool Software and Hardware licensed by Vector to Customer is subject to the License Agreement provided therewith. Customer agrees that it will be bound by the additional terms and conditions of the License Agreement prior to use of any Vector Product that is Vector Tool Software and/or Hardware. A copy of the License Agreement is available upon request.

5. **DELIVERY AND SHIPMENT.** Unless otherwise specified by Vector, all prices quoted are F.O.B. carrier at Vector's place of business. Upon delivery of the Vector Product to the carrier for shipment to Customer, all risk of loss, damage and other incidents of ownership shall immediately pass to Customer. Vector also reserves the right to ship the Vector Product on common carriers selected from those carriers having specific authority to serve Vector.

6. **TAXES.** Vector shall not in any event be liable or responsible for any taxes, assessments, duties or other governmental charges which may be imposed upon, levied against or claimed to be due from Customer and which are, or are asserted or claimed by Customer to be attributable in any manner or to any extent to the failure, neglect or refusal, or to the claimed or alleged failure, neglect or refusal, of Vector to ship or deliver the Vector Product at the time, in the quantity, and/or in the manner specified in the Vector Standard Terms and Conditions. To the extent legally permissible, all present and future taxes and duties imposed by any governmental authority that Vector may be required to pay or collect upon or with reference to the sale, purchase, transportation, delivery, storage, use, installation, testing, or importation of the Vector Product (except income taxes) shall be added to the purchase price and shall be paid by Customer to Vector.

7. **PAYMENT/CUSTOMER'S FINANCIAL ABILITY.** If Vector pays shipping costs for special shipping requests, including, but not limited to, requests for overnight shipping, Vector may, in its sole discretion, charge this additional cost to Customer by adding such cost to the total price of the Vector Product. Payment for the Vector Product, including such additional shipping costs, if any, is due net 30 days from date of the Invoice. If, at any time, Vector determines that Customer does not have satisfactory financial ability to perform under these Vector Standard Terms and Conditions, then Vector has the right to demand from Customer adequate assurances of due performance, payment in advance, a progression of payments in amounts reasonably satisfactory to Vector, or satisfactory security or a guarantee that invoices will be promptly paid when due. If Customer fails to comply with any such demand within seven (7) business days of Customer's receipt of such demand, Vector has the right to withhold further deliveries, to suspend performance hereunder, or to terminate Customer's order, and any unpaid amounts shall thereupon become immediately due.

8. **INSOLVENCY.** Vector may immediately cancel the Purchase Order without liability to Customer in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Customer; (b) filing of a voluntary petition in bankruptcy by Customer; (c) filing of any involuntary petition in bankruptcy against Customer; (d) appointment of a receiver or trustee for Customer; or (e) execution of an assignment for the benefit of creditors by Customer.

9. **GRANT OF SECURITY INTEREST.** Customer grants to Vector a security interest in all of Customer's rights, title, and interest in and to the following, whether existing now or later, or in which Customer now has or later acquires an interest (the "Collateral"): (a) the Vector Product, including any license thereof, and any license of Vector Tool Software and Hardware granted pursuant to a License Agreement between Vector and Customer; and (b) all proceeds, products, derivatives, modifications, updates, and profits from any such Vector Product or license of Vector Product that is Vector Tool Software and/or Hardware granted pursuant to a License Agreement, and any accessions to the Vector Product. The Collateral secures Customer's full and prompt performance and payment to Vector of all obligations of Customer to Vector under

Document-No.: 120501 Date: 05/13/2009

these Vector Standard Terms and Conditions and any License Agreement between Vector and Customer. This security interest will be satisfied by payment in full. Customer agrees that it will cooperate with Vector to execute any document required by Vector to perfect its security interest in the Collateral.

**10. CANCELLATION.** Customer may not cancel the Vector Standard Terms and Conditions except by Vector's written consent. If Customer cancels the Purchase Order with or without Vector's consent, Customer may be liable for any loss (including loss of profit) suffered by Vector by reason of Customer's cancellation. In the event that Customer cancels the Purchase Order, Vector may demand that Customer pay, immediately upon such demand, the following amounts: (a) an amount equal to the price set forth in the Order Confirmation for Vector Products which prior to such cancellation have been completed in accordance with the Vector Standard Terms and Conditions and not previously paid for; (b) an amount equal to the costs of work-in-process and raw materials incurred by Vector in furnishing the Vector Product; and (c) an amount equal to Vector's lost profit. In the event of Customer's failure or refusal to accept the Vector Product, or other default either before or after delivery to carrier, Vector may, without notice, retain or repossess said Vector Product and require that Customer pay to Vector the full purchase price less an allowance for the difference, if any, between the purchase price and the then current value thereof.

**11. DELAYS.** Vector shall not be held liable or deemed in default if prevented from or delayed in performing any of the obligations of the Vector Standard Terms and Conditions by reason of an event or occurrence beyond its reasonable control, such as, by way of example and not by way of limitation, Customer delays, labor problems, or inability to obtain power, material, labor, equipment, or transportation.

**12. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY.** All Vector Products, including all rights, title and interest therein, shall remain the exclusive intellectual property of Vector. Vector Products that are Vector Tool Software and Hardware are, among other provisions, subject to the Intellectual Property Rights and Confidentiality provisions in the License Agreement. The structure, organization and/or code of the Vector Products are confidential information of Vector and shall neither be examined by Customer (or its employees) nor disclosed by Customer (or its employees) to any third parties, regardless of the reason. The Vector Products are protected by copyright, trade secret, and other intellectual property laws, including without limitation United States Copyright Laws and International Copyright Treaties. Customer shall not remove, modify, or destroy any proprietary markings of Vector affixed to or embedded within the Vector Products, including, but not limited to, legends and notice of Vector's ownership and title to trademarks, trade names, trade secrets, copyrights or patents placed upon or contained within the Vector Products. Customer agrees to reproduce all such markings upon or within authorized copies of the Vector Product.

**13. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE LICENSE AGREEMENT FOR THE VECTOR PRODUCTS THAT ARE VECTOR TOOL SOFTWARE AND HARDWARE, CUSTOMER ASSUMES THE ENTIRE RISK AS TO USE OF THE VECTOR PRODUCT AND ANY RESULTS GENERATED THEREBY. THE LIMITED WARRANTY IN SECTION 12 OF THE LICENSE AGREEMENT IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. VECTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY WARRANTY FROM VECTOR, WHETHER GRANTED PURSUANT TO THE LICENSE AGREEMENT, OR BY LAW, SHALL BE VOID IF THE VECTOR PRODUCT IS MODIFIED AFTER ACCEPTANCE.**

**14. LIMITATION OF LIABILITY AND INDEMNIFICATION. AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT, CUSTOMER AGREES THAT VECTOR AND ITS AFFILIATES SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY DAMAGES WHATSOEVER RELATED TO THE VECTOR PRODUCT OR ANY RESULTS GENERATED THEREFROM.**

Document-No.: 120501 Date: 05/13/2009

**THEREBY, INCLUDING ANY AMOUNTS REPRESENTING CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, LOSS OF PROFIT, LOSS OF BUSINESS, EXEMPLARY DAMAGES, OR PUNITIVE DAMAGES, INCLUDING COSTS OR DAMAGES RELATED TO PRODUCT RECALLS, PROGRAM DEVELOPMENT/PRODUCTION DELAYS, WORK STOPPAGES, OR PRODUCT LIABILITY. AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT, CUSTOMER AGREES TO INDEMNIFY VECTOR AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS AND DAMAGES INCURRED BY VECTOR, INCLUDING ATTORNEYS' FEES RELATED THERETO, THAT ARISE OR RESULT FROM AUTHORIZED OR UNAUTHORIZED USE, MISUSE OR OPERATION OF THE VECTOR PRODUCT BY CUSTOMER OR BY ANYONE TO WHOM CUSTOMER PROVIDED THE VECTOR PRODUCT.**

#### **15. GENERAL PROVISIONS.**

15.1 Choice of Law. The Vector Standard Terms and Conditions shall be governed by the laws of the State of Michigan, without regard to its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.2 Invalid Provision. If any part of the Vector Standard Terms and Conditions is found void and unenforceable, it will not affect the validity of the balance of the Vector Standard Terms and Conditions, which shall remain valid and enforceable according to their terms.

15.3 Entire Agreement. The Vector Standard Terms and Conditions, the License Agreement (for Vector Products that are Vector Tool Software and Hardware) and any Maintenance Certificate issued thereunder contain the entire agreement between the parties with respect to the Purchase Order and other subject matter set forth herein.

15.4 Waiver. The waiver by Vector of any terms, provision, or condition hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver or subsequent breach of the same condition or provision. In the event Customer shall default in its obligations under the Vector Standard Terms and Conditions, Customer shall be liable for Vector's cost of collection including reasonable attorneys' fees.

15.5 Export Laws. Customer agrees not to ship, transfer or export Vector Products into any country or use Vector Products in any manner prohibited by the United States Export Administration Act or prohibited by any other export laws, restrictions or regulations.

15.6 Additional Rights. All rights granted to Vector hereunder shall be in addition to, and not in lieu of, Vector's rights arising by operation of law.

15.7 Assignment/Transfer. Customer shall not transfer or assign its interests under the Vector Standard Terms and Conditions to any third party, including any contractor or vendor of Customer, without Vector's prior written consent, signed by an authorized representative of Vector.

BHLIB: 521120.4\114520-00003



Suite 550  
39500 Orchard Hill Place  
Novi, MI 48375

Phone (248) 449-9290  
Fax (248) 449-9704  
sales@vector-cantech.com

## Order Confirmation 120260 05/06/2009

Mike Rosati  
Senior Project Engineer  
Bldg. C Cube 1C28  
General Motors Corporation  
895 Joslyn Road  
Pontiac MI 48340  
Phone : +1 734 320 8588  
Fax :  
E-Mail : michael.r.rosati@gm.com

### Shipment address:

Attn: Michael Rosati 734-32  
GM Powertrain Headquarters  
895 Joslyn Ave  
Plant 13 Dock 45W  
Pontiac MI 48340-2920

**PO Number: TCS27100**

Dear Mr. Rosati,

Thank you for your interest in Vector products. Please call if we can answer any questions.

Did you know...

**Vector offers a CAN (D-Sub9) to J1962 (OBDII) diagnostic cable.**

Ask our sales department for more details!

| Item | Qty | PartNr.             | Description  | Price(USD)  | LineTotal(USD) |
|------|-----|---------------------|--|-------------|----------------|
| 1000 | 3   | 11190               | CANoe RUN V7.1   | \$ 6,951.00 | \$ 20,853.00   |
|      |     | Discount [%]        | 25.00- %   |             | \$ 5,213.25-   |
|      |     |                     |  |             | \$ 15,639.75   |
|      |     | PRZX0199 001        |  |             |                |
|      |     | Vendor# 11-175-7464 |  |             |                |
|      |     |                     | Software tool as runtime environment for (remaining bus) simulation,<br>communication analysis and testing of ECUs in distributed systems.<br>Supports bus system CAN. |             |                |
| 2000 | 3   | 07136               | CANboardXL PCIe V1.0 ( Unlicensed )  | \$ 875.00   | \$ 2,625.00    |
|      |     | PRZX0199 002        |  |             |                |
|      |     | Vendor# 11-175-7464 |  |             |                |
|      |     |                     | PCI-Express interface for CAN and LIN (2 channels).  |             |                |
| 2010 | 6   | 22026               | CANpiggy 1050opto (installed)  | \$ 163.80   | \$ 982.80      |
|      |     | Discount [%]        | 5.00- %  |             | \$ 49.14-      |
|      |     |                     |  |             | \$ 933.66      |
|      |     | PRZX0199 003        |  |             |                |
|      |     | Vendor# 11-175-7464 |  |             |                |



Document-No.: 120260 Date: 05/06/2009

| Item  | Qty | PartNr.   | Description                         | Price(USD)  | LineTotal(USD)      |
|---|-----|---|-------------------------------------|-------------|---------------------|
| Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.  |     |   |                                     |             |                     |
| 3000  | 3   | 07136   | CANboardXL PCIE V1.0 ( Unlicensed ) | \$ 875.00   | \$ 2,625.00         |
|   |     | PRZX0199 002  |                                     |             |                     |
|   |     | Vendor# 11-175-7464                                 |                                     |             |                     |
|   |     | PCI-Express interface for CAN and LIN (2 channels). |                                     |             |                     |
| 3010  | 3   | 22026   | CANpiggy 1050opto (installed)       | \$ 163.80   | \$ 491.40           |
|   |     | Discount [%]  | 5.00- %                             |             | \$ 24.57-           |
|   |     |   |                                     |             | \$ 466.83           |
|   |     | PRZX0199 003  |                                     |             |                     |
|   |     | Vendor# 11-175-7464                                 |                                     |             |                     |
| Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.  |     |   |                                     |             |                     |
| 3020  | 3   | 22022   | CANpiggy 5790opto c (installed)     | \$ 163.80   | \$ 491.40           |
|   |     | Discount [%]  | 5.00- %                             |             | \$ 24.57-           |
|   |     |   |                                     |             | \$ 466.83           |
|   |     | PRZX0199 004  |                                     |             |                     |
|   |     | Vendor# 11-175-7464                                 |                                     |             |                     |
| Transceiver module with opto decoupled Single-Wire CAN transceiver AU5790c. |     |   |                                     |             |                     |
| 5000  | 3   | NK-CANOE  | Maintenance Agreement CANoe RUN     | \$ 1,296.00 | \$ 3,888.00         |
|   |     | PRZX0199 005  |                                     |             |                     |
|   |     | Vendor# 11-175-7464                                 |                                     |             |                     |
| <b>Total value</b>  |     |   |                                     |             | <b>\$ 26,645.07</b> |

**NOTE: The licenses listed above are to be used for a period of 120 days and served from a FlexLM server. At the end of 120 days, if GM decides not to purchase maintenance, these licenses will be transferred to hardware based license means.**

**We deliver based upon the following Terms and Conditions:**

Acceptance and delivery of this order is governed by Vector CANtech's Terms and Conditions, listed as Exhibit A, which supersede any customer's purchase order Terms and Conditions, unless otherwise agreed upon in writing. These Terms and Conditions are also located at:  
[http://www.vector-cantech.com/portal/medien/vector\\_cantech/Vector\\_Terms\\_and\\_Conditions.pdf](http://www.vector-cantech.com/portal/medien/vector_cantech/Vector_Terms_and_Conditions.pdf)

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No deduction until day 2 in 2 months  
Baseline date on day 31 of month  
If paying by credit card, please note additional fees may be charged by your credit card company.

**Delivery Terms:** Products shipped 7-10 days upon receipt of order.

This quotation is valid for 30 days.

Shipping is FOB destination - USA only.

Document-No.: 120260

Date: 05/06/2009

Best Regards,  
Vector CANtech, Inc.  
Sue Larabell

#### **EXHIBIT A: VECTOR STANDARD TERMS AND CONDITIONS**

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#### **2. ADDITIONAL DEFINITIONS.**

2.1 "Order Confirmation" means Vector's confirmation of Customer's Purchase Order to which the Vector Standard Terms and Conditions are attached.

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**3. MODIFICATION.** The Vector Standard Terms and Conditions may not be modified, altered or added to except with Vector's prior written consent, signed by a duly authorized representative of Vector.

Document-No.: 120260

Date: 05/06/2009

**4. LICENSE.** Any Vector Product that is Vector Tool Software and Hardware licensed by Vector to Customer is subject to the License Agreement provided therewith. Customer agrees that it will be bound by the additional terms and conditions of the License Agreement prior to use of any Vector Product that is Vector Tool Software and/or Hardware. A copy of the License Agreement is available upon request.

**5. DELIVERY AND SHIPMENT.** Unless otherwise specified by Vector, all prices quoted are F.O.B. carrier at Vector's place of business. Upon delivery of the Vector Product to the carrier for shipment to Customer, all risk of loss, damage and other incidents of ownership shall immediately pass to Customer. Vector also reserves the right to ship the Vector Product on common carriers selected from those carriers having specific authority to serve Vector.

**6. TAXES.** Vector shall not in any event be liable or responsible for any taxes, assessments, duties or other governmental charges which may be imposed upon, levied against or claimed to be due from Customer and which are, or are asserted or claimed by Customer to be attributable in any manner or to any extent to the failure, neglect or refusal, or to the claimed or alleged failure, neglect or refusal, of Vector to ship or deliver the Vector Product at the time, in the quantity, and/or in the manner specified in the Vector Standard Terms and Conditions. To the extent legally permissible, all present and future taxes and duties imposed by any governmental authority that Vector may be required to pay or collect upon or with reference to the sale, purchase, transportation, delivery, storage, use, installation, testing, or importation of the Vector Product (except income taxes) shall be added to the purchase price and shall be paid by Customer to Vector.

**7. PAYMENT/CUSTOMER'S FINANCIAL ABILITY.** If Vector pays shipping costs for special shipping requests, including, but not limited to, requests for overnight shipping, Vector may, in its sole discretion, charge this additional cost to Customer by adding such cost to the total price of the Vector Product. Payment for the Vector Product, including such additional shipping costs, if any, is due net 30 days from date of the Invoice. If, at any time, Vector determines that Customer does not have satisfactory financial ability to perform under these Vector Standard Terms and Conditions, then Vector has the right to demand from Customer adequate assurances of due performance, payment in advance, a progression of payments in amounts reasonably satisfactory to Vector, or satisfactory security or a guarantee that invoices will be promptly paid when due. If Customer fails to comply with any such demand within seven (7) business days of Customer's receipt of such demand, Vector has the right to withhold further deliveries, to suspend performance hereunder, or to terminate Customer's order, and any unpaid amounts shall thereupon become immediately due.

**8. INSOLVENCY.** Vector may immediately cancel the Purchase Order without liability to Customer in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Customer; (b) filing of a voluntary petition in bankruptcy by Customer; (c) filing of any involuntary petition in bankruptcy against Customer; (d) appointment of a receiver or trustee for Customer; or (e) execution of an assignment for the benefit of creditors by Customer.

**9. GRANT OF SECURITY INTEREST.** Customer grants to Vector a security interest in all of Customer's rights, title, and interest in and to the following, whether existing now or later, or in which Customer now has or later acquires an interest (the "Collateral"): (a) the Vector Product, including any license thereof, and any license of Vector Tool Software and Hardware granted pursuant to a License Agreement between Vector and Customer; and (b) all proceeds, products, derivatives, modifications, updates, and profits from any such Vector Product or license of Vector Product that is Vector Tool Software and/or Hardware granted pursuant to a License Agreement, and any accessions to the Vector Product. The Collateral secures Customer's full and prompt performance and payment to Vector of all obligations of Customer to Vector under

Document-No.: 120260

Date: 05/06/2009

these Vector Standard Terms and Conditions and any License Agreement between Vector and Customer. This security interest will be satisfied by payment in full. Customer agrees that it will cooperate with Vector to execute any document required by Vector to perfect its security interest in the Collateral.

**10. CANCELLATION.** Customer may not cancel the Vector Standard Terms and Conditions except by Vector's written consent. If Customer cancels the Purchase Order with or without Vector's consent, Customer may be liable for any loss (including loss of profit) suffered by Vector by reason of Customer's cancellation. In the event that Customer cancels the Purchase Order, Vector may demand that Customer pay, immediately upon such demand, the following amounts: (a) an amount equal to the price set forth in the Order Confirmation for Vector Products which prior to such cancellation have been completed in accordance with the Vector Standard Terms and Conditions and not previously paid for; (b) an amount equal to the costs of work-in-process and raw materials incurred by Vector in furnishing the Vector Product; and (c) an amount equal to Vector's lost profit. In the event of Customer's failure or refusal to accept the Vector Product, or other default either before or after delivery to carrier, Vector may, without notice, retain or repossess said Vector Product and require that Customer pay to Vector the full purchase price less an allowance for the difference, if any, between the purchase price and the then current value thereof.

**11. DELAYS.** Vector shall not be held liable or deemed in default if prevented from or delayed in performing any of the obligations of the Vector Standard Terms and Conditions by reason of an event or occurrence beyond its reasonable control, such as, by way of example and not by way of limitation, Customer delays, labor problems, or inability to obtain power, material, labor, equipment, or transportation.

**12. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY.** All Vector Products, including all rights, title and interest therein, shall remain the exclusive intellectual property of Vector. Vector Products that are Vector Tool Software and Hardware are, among other provisions, subject to the Intellectual Property Rights and Confidentiality provisions in the License Agreement. The structure, organization and/or code of the Vector Products are confidential information of Vector and shall neither be examined by Customer (or its employees) nor disclosed by Customer (or its employees) to any third parties, regardless of the reason. The Vector Products are protected by copyright, trade secret, and other intellectual property laws, including without limitation United States Copyright Laws and International Copyright Treaties. Customer shall not remove, modify, or destroy any proprietary markings of Vector affixed to or embedded within the Vector Products, including, but not limited to, legends and notice of Vector's ownership and title to trademarks, trade names, trade secrets, copyrights or patents placed upon or contained within the Vector Products. Customer agrees to reproduce all such markings upon or within authorized copies of the Vector Product.

**13. WARRANTY DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE LICENSE AGREEMENT FOR THE VECTOR PRODUCTS THAT ARE VECTOR TOOL SOFTWARE AND HARDWARE, CUSTOMER ASSUMES THE ENTIRE RISK AS TO USE OF THE VECTOR PRODUCT AND ANY RESULTS GENERATED THEREBY. THE LIMITED WARRANTY IN SECTION 12 OF THE LICENSE AGREEMENT IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. VECTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY WARRANTY FROM VECTOR, WHETHER GRANTED PURSUANT TO THE LICENSE AGREEMENT, OR BY LAW, SHALL BE VOID IF THE VECTOR PRODUCT IS MODIFIED AFTER ACCEPTANCE.

**14. LIMITATION OF LIABILITY AND INDEMNIFICATION.** AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT, CUSTOMER AGREES THAT VECTOR AND ITS AFFILIATES SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY DAMAGES WHATSOEVER RELATED TO THE VECTOR PRODUCT OR ANY RESULTS GENERATED

Document-No.: 120260

Date: 05/06/2009

THEREBY, INCLUDING ANY AMOUNTS REPRESENTING CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, LOSS OF PROFIT, LOSS OF BUSINESS, EXEMPLARY DAMAGES, OR PUNITIVE DAMAGES, INCLUDING COSTS OR DAMAGES RELATED TO PRODUCT RECALLS, PROGRAM DEVELOPMENT/PRODUCTION DELAYS, WORK STOPPAGES, OR PRODUCT LIABILITY. AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT, CUSTOMER AGREES TO INDEMNIFY VECTOR AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS AND DAMAGES INCURRED BY VECTOR, INCLUDING ATTORNEYS' FEES RELATED THERETO, THAT ARISE OR RESULT FROM AUTHORIZED OR UNAUTHORIZED USE, MISUSE OR OPERATION OF THE VECTOR PRODUCT BY CUSTOMER OR BY ANYONE TO WHOM CUSTOMER PROVIDED THE VECTOR PRODUCT.

**15. GENERAL PROVISIONS.**

15.1 Choice of Law. The Vector Standard Terms and Conditions shall be governed by the laws of the State of Michigan, without regard to its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.2 Invalid Provision. If any part of the Vector Standard Terms and Conditions is found void and unenforceable, it will not affect the validity of the balance of the Vector Standard Terms and Conditions, which shall remain valid and enforceable according to their terms.

15.3 Entire Agreement. The Vector Standard Terms and Conditions, the License Agreement (for Vector Products that are Vector Tool Software and Hardware) and any Maintenance Certificate issued thereunder contain the entire agreement between the parties with respect to the Purchase Order and other subject matter set forth herein.

15.4 Waiver. The waiver by Vector of any terms, provision, or condition hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver or subsequent breach of the same condition or provision. In the event Customer shall default in its obligations under the Vector Standard Terms and Conditions, Customer shall be liable for Vector's cost of collection including reasonable attorneys' fees.

15.5 Export Laws. Customer agrees not to ship, transfer or export Vector Products into any country or use Vector Products in any manner prohibited by the United States Export Administration Act or prohibited by any other export laws, restrictions or regulations.

15.6 Additional Rights. All rights granted to Vector hereunder shall be in addition to, and not in lieu of, Vector's rights arising by operation of law.

15.7 Assignment/Transfer. Customer shall not transfer or assign its interests under the Vector Standard Terms and Conditions to any third party, including any contractor or vendor of Customer, without Vector's prior written consent, signed by an authorized representative of Vector.

BHLIB: 521120.4\114520-00003



Suite 550  
39500 Orchard Hill Place  
Novi, MI 48375

Phone (248) 449-9290  
Fax (248) 449-9704  
sales@vector-cantech.com

# Order Confirmation 120259 05/06/2009

Mike Rosati  
Senior Project Engineer  
Bldg. C Cube 1C28  
General Motors Corporation  
895 Joslyn Road  
Pontiac MI 48340  
Phone : +1 734 320 8588  
Fax :  
E-Mail : michael.r.rosati@gm.com

**Shipment address:**  
Attn: Michael Rosati 734-32  
GM Powertrain Headquarters  
895 Joslyn Rd.  
Pontiac MI 48340

**PO Number: TCS27138**

Dear Mr. Rosati,

Thank you for your interest in Vector products. Please call if we can answer any questions.

Did you know...

**Vector offers a CAN (D-Sub9) to J1962 (OBDII) diagnostic cable.**

Ask our sales department for more details!

| Item | Qty | PartNr.             | Description  | Price(USD)  | LineTotal(USD) |
|------|-----|---------------------|--|-------------|----------------|
| 1000 | 5   | 11190               | CANoe RUN V7.1   | \$ 6,951.00 | \$ 34,755.00   |
|      |     | Discount [%]        | 25.00- %   |             | \$ 8,688.75-   |
|      |     |                     |  |             | \$ 26,066.25   |
|      |     | PRYX8188 001        |  |             |                |
|      |     | Vendor# 11-175-7464 |  |             |                |
|      |     |                     | Software tool as runtime environment for (remaining bus) simulation,<br>communication analysis and testing of ECUs in distributed systems.<br>Supports bus system CAN. |             |                |
| 2000 | 5   | 07136               | CANboardXL PCIe V1.0 (Unlicensed)  | \$ 875.00   | \$ 4,375.00    |
|      |     | PRYX8188 002        |  |             |                |
|      |     | Vendor# 11-175-7464 |  |             |                |
|      |     |                     | PCI-Express interface for CAN and LIN (2 channels).  |             |                |
| 2010 | 10  | 22026               | CANpiggy 1050opto (installed)  | \$ 163.80   | \$ 1,638.00    |
|      |     | Discount [%]        | 5.00- %  |             | \$ 81.90-      |
|      |     |                     |  |             | \$ 1,556.10    |
|      |     | PRYX8188 003        |  |             |                |
|      |     | Vendor# 11-175-7464 |  |             |                |

Document-No.: 120259

Date: 05/06/2009

| Item  | Qty | PartNr.  | Description                                 | Price(USD)   | LineTotal(USD) |
|---|-----|--|---|--------------|----------------|
| Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.                      |     |  |   |              |                |
| 3000  | 5   | <b>07136</b>   | <b>CANboardXL PCIe V1.0 (Unlicensed)</b>    | \$ 875.00    | \$ 4,375.00    |
|   |     | PRYX8188 002   |   |              |                |
|   |     | Vendor# 11-175-7464  |   |              |                |
|   |     | PCI-Express interface for CAN and LIN (2 channels).  |   |              |                |
| 3010  | 5   | <b>22026</b>   | <b>CANpiggy 1050opto (installed)</b>        | \$ 163.80    | \$ 819.00      |
|   |     | Discount [%]   | 5.00- %                                     |              | \$ 40.95-      |
|   |     |  |   |              | \$ 778.05      |
|   |     | PRYX8188 003   |   |              |                |
|   |     | Vendor# 11-175-7464  |   |              |                |
| Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.                      |     |  |   |              |                |
| 3020  | 5   | <b>22022</b>   | <b>CANpiggy 5790opto c (installed)</b>      | \$ 163.80    | \$ 819.00      |
|   |     | Discount [%]   | 5.00- %                                     |              | \$ 40.95-      |
|   |     |  |   |              | \$ 778.05      |
|   |     | PRYX8188 004   |   |              |                |
|   |     | Vendor# 11-175-7464  |   |              |                |
| Transceiver module with opto decoupled Single-Wire CAN transceiver AU5790c.                     |     |  |   |              |                |
| 4000  | 5   | <b>MA-COR</b>  | <b>Maintenance Agreement CANoe RUN</b>      | \$ 1,296.00  | \$ 6,480.00    |
|   |     | PRYX8188 005   |   |              |                |
|   |     | Vendor# 11-175-7464  |   |              |                |
|   |     | Scope of services: Updates for software + options within the maintenance periode   |   |              |                |
|   |     | Maintenance costs: 18% of the software list price per licence and year   |   |              |                |
|   |     | Maturity: Due at the start of the maintenance period   |   |              |                |
|   |     | Duration: At least 1 year  |   |              |                |
|   |     | Precondition: Actual software licence  |   |              |                |
|   |     | The adequate options of your software cannot get separate maintenance. They are considered automatically. Please find them listed below. |   |              |                |
| 5000  | 1   | <b>11190</b>   | <b>CANoe RUN V7.1 (single user license)</b> |              |                |
|   |     | PRYX8188 001   |   |              |                |
|   |     | Software tool as runtime environment for (remaining bus) simulation, communication analysis and testing of ECUs in distributed systems.  |   |              |                |
|   |     | Supports bus system CAN.   |   |              |                |
|   |     | Serialno.: ( M1119000399 )   |   |              |                |
| 6000  | 1   | <b>95204</b>   | <b>Migration Server based Licensing</b>     | \$ 13,000.00 | \$ 13,000.00   |
| **  |     | Discount [%]   | 100.00- %                                   |              | \$ 13,000.00-  |
| Migration project to change licensing via dongles or interface cards to server based licensing. |     |  |   |              |                |
| Price applies per software product (e.g. CANoe, CANape) and per server                          |     |  |   |              |                |

Document-No.: 120259

Date: 05/06/2009

| Item               | Qty | PartNr. | Description  | Price(USD) | LineTotal(USD)      |
|--------------------|-----|---------|--|------------|---------------------|
|                    |     |         | platform (e.g. Win32, Solaris). Includes delivery and installation support for license server software at customer site; incl. to 2 days on-site support per project.<br>Administration and removal of license keys from hardware will be charged at cost.<br><br>*** special discount *** |            |                     |
| <b>Total value</b> |     |         |  |            | <b>\$ 44,408.45</b> |

**NOTE:**

The licenses listed above are to be used for a period of 120 days and served from a FlexLM server. At the end of 120 days, if GM decides not to purchase maintenance, these licenses will be transferred to hardware based license means.

**We deliver based upon the following Terms and Conditions:**

Acceptance and delivery of this order is governed by Vector CANtech's Terms and Conditions, listed as Exhibit A, which supersede any customer's purchase order Terms and Conditions, unless otherwise agreed upon in writing. These Terms and Conditions are also located at:  
[http://www.vector-cantech.com/portal/medien/vector\\_cantech/Vector\\_Terms\\_and\\_Conditions.pdf](http://www.vector-cantech.com/portal/medien/vector_cantech/Vector_Terms_and_Conditions.pdf)

**Terms of payment:**

No deduction until day 2 in 2 months

Baseline date on day 31 of month

If paying by credit card, please note additional fees may be charged by your credit card company.

**Delivery Terms:** Products shipped 7-10 days upon receipt of order.

This quotation is valid for 30 days.

Shipping is FOB destination - USA only.

Best Regards,  
Vector CANtech, Inc.  
Sue Larabell

**EXHIBIT A: VECTOR STANDARD TERMS AND CONDITIONS**

**1. TERMS AND CONDITIONS.** Vector CANtech, Inc. ("Vector") and Customer, its successors, assigns, affiliates, and representatives (hereinafter referred to as "Customer") agree that these Vector Standard Terms and Conditions (the "Vector Standard Terms and Conditions") govern Customer's Purchase Order or any other document that Customer may heretofore have sent or later send to Vector (collectively, the "Customer Documents"). Fulfillment of Customer's Purchase Order is expressly conditioned upon Customer's acceptance of these Vector Standard Terms and Conditions, which acceptance shall be deemed to occur upon the earlier of Customer's issuance of a Purchase Order upon receipt of these Vector Standard Terms and Conditions or Customer's failure to object in writing within ten (10) days after later receipt of the same notwithstanding: (i) the inclusion of different or additional terms and conditions on the Customer Document, (ii)



Document-No.: 120259

Date: 05/06/2009

Vector's shipment to Customer of the Vector Product set forth on the Customer Document, or (iii) Vector's acceptance of the purchase price set forth on the Customer Document. In any event, if there shall be any inconsistency or conflict between the Vector Standard Terms and Conditions and the Customer Document (including those terms appearing on the reverse side of, or as an attachment to, a Customer Document), Vector rejects such inconsistent or conflicting terms and the Vector Standard Terms and Conditions shall govern and control. In addition, the terms and conditions of the License Agreement (defined herein) and any Maintenance Certificate issued thereunder are hereby incorporated herein by reference, to the extent that the Vector Products are Vector Tool Software and/or Hardware.

## **2. ADDITIONAL DEFINITIONS.**

2.1 "Order Confirmation" means Vector's confirmation of Customer's Purchase Order to which the Vector Standard Terms and Conditions are attached.

2.2 "Quote" means the offer sent by Vector to Customer in response to Customer's request for a quote, which shall be governed by these Vector Standard Terms and Conditions, even if the Quote does not reference these Vector Standard Terms and Conditions.

2.3 "License Agreement" means the Vector Tool License Agreement for the licensure of Vector Products that are Vector Tool Software and Hardware, both as defined therein.

2.4 "Purchase Order" means Customer's acceptance of the Quote.

2.5 "Vector Product" means the product, including Vector Tool Software and Hardware, ordered by Customer from Vector, which is described on the Order Confirmation or some other document issued by Vector in relation thereto.

2.6 "Invoice" means the document sent by Vector to Customer requesting payment for the Vector Product delivered to Customer.

**3. MODIFICATION.** The Vector Standard Terms and Conditions may not be modified, altered or added to except with Vector's prior written consent, signed by a duly authorized representative of Vector.

**4. LICENSE.** Any Vector Product that is Vector Tool Software and Hardware licensed by Vector to Customer is subject to the License Agreement provided therewith. Customer agrees that it will be bound by the additional terms and conditions of the License Agreement prior to use of any Vector Product that is Vector Tool Software and/or Hardware. A copy of the License Agreement is available upon request.

**5. DELIVERY AND SHIPMENT.** Unless otherwise specified by Vector, all prices quoted are F.O.B. carrier at Vector's place of business. Upon delivery of the Vector Product to the carrier for shipment to Customer, all risk of loss, damage and other incidents of ownership shall immediately pass to Customer. Vector also reserves the right to ship the Vector Product on common carriers selected from those carriers having specific authority to serve Vector.

**6. TAXES.** Vector shall not in any event be liable or responsible for any taxes, assessments, duties or other governmental charges which may be imposed upon, levied against or claimed to be due from Customer and which are, or are asserted or claimed by Customer to be attributable in any manner or to any extent to the failure, neglect or refusal, or to the claimed or alleged failure, neglect or refusal, of Vector to ship or deliver the Vector Product at the time, in the quantity, and/or in the manner specified in the Vector Standard Terms and Conditions. To the

Document-No.: 120259

Date: 05/06/2009

extent legally permissible, all present and future taxes and duties imposed by any governmental authority that Vector may be required to pay or collect upon or with reference to the sale, purchase, transportation, delivery, storage, use, installation, testing, or importation of the Vector Product (except income taxes) shall be added to the purchase price and shall be paid by Customer to Vector.

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12. **INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY.** All Vector Products, including all rights, title and interest therein, shall remain the exclusive intellectual property of Vector. Vector Products that are Vector Tool Software and Hardware are, among other provisions, subject to the Intellectual Property Rights and Confidentiality provisions in the License Agreement. The structure, organization and/or code of the Vector Products are confidential information of Vector and shall neither be examined by Customer (or its employees) nor disclosed by Customer (or its employees) to any third parties, regardless of the reason. The Vector Products are protected by copyright, trade secret, and other intellectual property laws, including without limitation United States Copyright Laws and International Copyright Treaties. Customer shall not remove, modify, or destroy any proprietary markings of Vector affixed to or embedded within the Vector Products, including, but not limited to, legends and notice of Vector's ownership and title to trademarks, trade names, trade secrets, copyrights or patents placed upon or contained within the Vector Products. Customer agrees to reproduce all such markings upon or within authorized copies of the Vector Product.

13. **WARRANTY DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE LICENSE AGREEMENT FOR THE VECTOR PRODUCTS THAT ARE VECTOR TOOL SOFTWARE AND HARDWARE, CUSTOMER ASSUMES THE ENTIRE RISK AS TO USE OF THE VECTOR PRODUCT AND ANY RESULTS GENERATED THEREBY. THE LIMITED WARRANTY IN SECTION 12 OF THE LICENSE AGREEMENT IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. VECTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY WARRANTY FROM VECTOR, WHETHER GRANTED PURSUANT TO THE LICENSE AGREEMENT, OR BY LAW, SHALL BE VOID IF THE VECTOR PRODUCT IS MODIFIED AFTER ACCEPTANCE.

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Document-No.: 120259

Date: 05/06/2009

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15.4 Waiver. The waiver by Vector of any terms, provision, or condition hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver or subsequent breach of the same condition or provision. In the event Customer shall default in its obligations under the Vector Standard Terms and Conditions, Customer shall be liable for Vector's cost of collection including reasonable attorneys' fees.

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BHLIB: 521120.4\114520-00003

# Invoice 90153003 05/29/2009



Suite 550  
39500 Orchard Hill Place  
Novi, MI 48375  
  
Phone (248) 449-9290  
Fax (248) 449-9704  
sales@vector-cantech.com

## Bill To:

Customer No.: 7000041  
c/o Olimpic Receipting  
General Motors FSS ABP  
Attn: Accounts Payable  
PO Box 63490  
Phoenix AZ 85082-3490

## Ship To:

**Mike Rosati +1 734 320 8588**  
**Bldg. C Cube 1C28**  
Attn: Michael Rosati 734-320-8588  
GM Powertrain Headquarters  
895 Joslyn Ave  
Plant 13 Dock 45W  
Pontiac MI 48340-2920

PurchaseOrder: TCS27325  
PODate: 05/06/2009  
Terms:  
DeliveryNote: 80134167  
DeliveryDate: 05/29/2009  
DeliveryType: FedEx 2-Day (US)  
TrackingNumber: 355512960215396  
RemitTo: Above Address

| Item-No | Qty | Description                         | Price(USD)  | Total(USD)   |
|---------|-----|-------------------------------------|-------------|--------------|
| 1000    | 2   | CANoe RUN V7.1                      | \$ 5,213.25 | \$ 10,426.50 |
|         |     | PRZX4641 001<br>Vendor# 11-175-7464 |             |              |
| 2000    | 2   | CANboardXL PCIe V1.0 (Unlicensed)   | \$ 875.00   | \$ 1,750.00  |
|         |     | PRZX4641 002<br>Vendor# 11-175-7464 |             |              |
| 2010    | 4   | CANpiggy 1050opto (installed)       | \$ 155.61   | \$ 622.44    |
|         |     | PRZX4641 003<br>Vendor# 11-175-7464 |             |              |
| 3000    | 2   | CANboardXL PCIe V1.0 ( Unlicensed ) | \$ 875.00   | \$ 1,750.00  |
|         |     | PRZX4641 002<br>Vendor# 11-175-7464 |             |              |
| 3010    | 2   | CANpiggy 1050opto (installed)       | \$ 155.61   | \$ 311.22    |
|         |     | PRZX4641 003<br>Vendor# 11-175-7464 |             |              |
| 3020    | 2   | CANpiggy 5790opto c (installed)     | \$ 155.61   | \$ 311.22    |

Number: 90153003 Date: 05/29/2009

| Item-No                    | Qty | Description                         | Price(USD)  | Total(USD)   |
|----------------------------|-----|-------------------------------------|-------------|--------------|
| <hr/>                      |     |                                     |             |              |
|                            |     | PRZX4641 004<br>Vendor# 11-175-7464 |             |              |
| 5000                       | 2   | Maintenance Agreement CANoe RUN     | \$ 1,296.00 | \$ 2,592.00  |
| <hr/>                      |     |                                     |             |              |
|                            |     | PRZX4641 005<br>Vendor# 11-175-7464 |             |              |
| <hr/>                      |     |                                     |             |              |
| Invoice Total (Amount Due) |     |                                     |             | \$ 17,763.38 |

Payment dates: Up to 07/02/2009 without deduction  
Terms of delivery: FOB USA Only

# Invoice 90153005 05/29/2009

**Bill To:**

Customer No.: 7000041  
c/o Olympic Receipting  
General Motors FSS ABP  
Attn: Accounts Payable  
PO Box 63490  
Phoenix AZ 85082-3490

Suite 550  
39500 Orchard Hill Place  
Novi, MI 48375

Phone (248) 449-9290  
Fax (248) 449-9704  
sales@vector-cantech.com

**Ship To:**

**Mike Rosati +1 734 320 8588**  
**Bldg. C Cube 1C28**  
Attn: Michael Rosati 734-320-8588  
GM Powertrain Headquarters  
895 Joslyn Rd.  
Pontiac MI 48340

PurchaseOrder: TCS27138  
PODate: 04/23/2009  
Terms:  
DeliveryNote: 80134165  
DeliveryDate: 05/29/2009  
DeliveryType: FedEx Ground (US)  
TrackingNumber: 355512960215419,  
355512960215426  
RemitTo: Above Address

| Item-No | Qty | Description  | Price(USD)  | Total(USD)   |
|---------|-----|--|-------------|--------------|
| 1000    | 5   | CANoe RUN V7.1<br>PRYX8188 001<br>Vendor# 11-175-7464                    | \$ 5,213.25 | \$ 26,066.25 |
| 2000    | 5   | CANboardXL PCIe V1.0 (Unlicensed)<br>PRYX8188 002<br>Vendor# 11-175-7464 | \$ 875.00   | \$ 4,375.00  |
| 2010    | 10  | CANpiggy 1050opto (installed)<br>PRYX8188 003<br>Vendor# 11-175-7464     | \$ 155.61   | \$ 1,556.10  |
| 3000    | 5   | CANboardXL PCIe V1.0 (Unlicensed)<br>PRYX8188 002<br>Vendor# 11-175-7464 | \$ 875.00   | \$ 4,375.00  |
| 3010    | 5   | CANpiggy 1050opto (installed)<br>PRYX8188 003<br>Vendor# 11-175-7464     | \$ 155.61   | \$ 778.05    |
| 3020    | 5   | CANpiggy 5790opto c (installed)  | \$ 155.61   | \$ 778.05    |

Number: 90153005 Date: 05/29/2009

| Item-No                    | Qty | Description   | Price(USD)  | Total(USD)   |
|----------------------------|-----|---|-------------|--------------|
|                            |     | PRYX8188 004<br>Vendor# 11-175-7464                                   |             |              |
| 5000                       | 1   | CANoe RUN V7.1 (single user license)                                  |             |              |
|                            |     | PRYX8188 001  |             |              |
| 6000                       | 1   | Migration Server based Licensing                                      |             |              |
| 6001                       | 5   | Maintenance Agreement CANoe RUN                                       | \$ 1,296.00 | \$ 6,480.00  |
|                            |     | PRYX8188 005<br>Vendor# 11-175-7464<br>Order 40012862 from 05/28/2009 |             |              |
| Invoice Total (Amount Due) |     |   |             | \$ 44,408.45 |

Payment dates: Up to 07/02/2009 without deduction  
Terms of delivery: FOB USA Only



# Invoice 90153004 05/29/2009



Suite 550  
39500 Orchard Hill Place  
Novi, MI 48375  
  
Phone (248) 449-9290  
Fax (248) 449-9704  
sales@vector-cantech.com

## Bill To:

Customer No.: 7000041  
c/o Olympic Receipting  
General Motors FSS ABP  
Attn: Accounts Payable  
PO Box 63490  
Phoenix AZ 85082-3490

## Ship To:

**Mike Rosati +1 734 320 8588**  
**Bldg. C Cube 1C28**  
Attn: Michael Rosati 734-320-8588  
GM Powertrain Headquarters  
895 Joslyn Ave  
Plant 13 Dock 45W  
Pontiac MI 48340-2920

PurchaseOrder: TCS27100  
PODate: 04/22/2009  
Terms:  
DeliveryNote: 80134169  
DeliveryDate: 05/29/2009  
DeliveryType: FedEx Ground (US)  
TrackingNumber: 355512960215402  
RemitTo: Above Address

| Item-No | Qty | Description                         | Price(USD)  | Total(USD)   |
|---------|-----|-------------------------------------|-------------|--------------|
| 1000    | 3   | CANoe RUN V7.1                      | \$ 5,213.25 | \$ 15,639.75 |
|         |     | PRZX0199 001<br>Vendor# 11-175-7464 |             |              |
| 2000    | 3   | CANboardXL PCIe V1.0 ( Unlicensed ) | \$ 875.00   | \$ 2,625.00  |
|         |     | PRZX0199 002<br>Vendor# 11-175-7464 |             |              |
| 2010    | 6   | CANpiggy 1050opto (installed)       | \$ 155.61   | \$ 933.66    |
|         |     | PRZX0199 003<br>Vendor# 11-175-7464 |             |              |
| 3000    | 3   | CANboardXL PCIe V1.0 ( Unlicensed ) | \$ 875.00   | \$ 2,625.00  |
|         |     | PRZX0199 002<br>Vendor# 11-175-7464 |             |              |
| 3010    | 3   | CANpiggy 1050opto (installed)       | \$ 155.61   | \$ 466.83    |
|         |     | PRZX0199 003<br>Vendor# 11-175-7464 |             |              |
| 3020    | 3   | CANpiggy 5790opto c (installed)     | \$ 155.61   | \$ 466.83    |

Number: 90153004 Date: 05/29/2009

| Item-No                    | Qty | Description                         | Price(USD)  | Total(USD)   |
|----------------------------|-----|-------------------------------------|-------------|--------------|
| <hr/>                      |     |                                     |             |              |
|                            |     | PRZX0199 004<br>Vendor# 11-175-7464 |             |              |
| 5000                       | 3   | Maintenance Agreement CANoe RUN     | \$ 1,296.00 | \$ 3,888.00  |
| <hr/>                      |     |                                     |             |              |
|                            |     | PRZX0199 005<br>Vendor# 11-175-7464 |             |              |
| <hr/>                      |     |                                     |             |              |
| Invoice Total (Amount Due) |     |                                     |             | \$ 26,645.07 |

Payment dates: Up to 07/02/2009 without deduction  
Terms of delivery: FOB USA Only

## Delivery Note 80134165 05/29/2009



Attn: Michael Rosati 734-320-8588  
GM Powertrain Headquarters  
895 Joslyn Rd.  
Pontiac MI 48340

Suite 550  
39500 Orchard Hill Place  
Novi, MI 48375  
  
Phone (248) 449-9290  
Fax (248) 449-9704  
sales@vector-cantech.com

**Purchase Order: TCS27138**  
**Mike Rosati +1 734 320 8588**

| ItemNo | Qty | Description  |
|--------|-----|--|
| 10     | 5   | <b>CANoe RUN V7.1</b><br>PRYX8188 001<br>Vendor# 11-175-7464   |
| 20     | 5   | <b>CANboardXL PCie V1.0 (Unlicensed)</b><br>PRYX8188 002<br>Vendor# 11-175-7464<br>593 /<br>542 /<br>634 /<br>638 /<br>647 / |
| 30     | 10  | <b>CANpiggy 1050opto (installed)</b><br>CANpiggies come pre-installed in hardware when applicable.<br>PRYX8188 003           |
| 90     | 5   | <b>CANboardXL PCie V1.0 (Unlicensed)</b><br>PRYX8188 002<br>Vendor# 11-175-7464<br>585 /<br>529 /<br>533 /<br>601 /<br>619 / |
| 100    | 5   | <b>CANpiggy 1050opto (installed)</b><br>CANpiggies come pre-installed in hardware when applicable.<br>PRYX8188 003           |
| 110    | 5   | <b>CANpiggy 5790opto c (installed)</b><br>CANpiggies come pre-installed in hardware when applicable.<br>PRYX8188 004         |
| 170    | 5   | <b>Maintenance Agreement CANoe RUN</b><br>PRYX8188 005<br>Vendor# 11-175-7464  |

Doc.no.: 80134165 Date: 05/27/2009

| ItemNo | Qty | Description                                     |
|--------|-----|---|
| 180    | 1   | CANoe RUN V7.1 (single user license)            |
|        |     | PRYX8188 001                                    |
|        |     | Serial No.(new/old) / Licensekey:               |
|        |     | M1119000399 / M1119000399 / ACCG-4ETG-ND6U-7KG7 |
| 230    | 1   | Migration Server based Licensing                |

## Delivery Note 80134169 05/29/2009



Attn: Michael Rosati 734-320-8588  
GM Powertrain Headquarters  
895 Joslyn Ave  
Plant 13 Dock 45W  
Pontiac MI 48340-2920

Suite 550  
39500 Orchard Hill Place  
Novi, MI 48375  
  
Phone (248) 449-9290  
Fax (248) 449-9704  
sales@vector-cantech.com

**Purchase Order: TCS27100**  
**Mike Rosati +1 734 320 8588**

| ItemNo | Qty | Description  |
|--------|-----|--|
| 10     | 3   | <b>CANoe RUN V7.1</b><br>PRZX0199 001<br>Vendor# 11-175-7464   |
| 20     | 3   | <b>CANboardXL PCie V1.0 ( Unlicensed )</b><br>PRZX0199 002<br>Vendor# 11-175-7464<br>602 /<br>541 /<br>540 /         |
| 30     | 6   | <b>CANpiggy 1050opto (installed)</b><br>CANpiggies come pre-installed in hardware when applicable.<br>PRZX0199 003   |
| 90     | 3   | <b>CANboardXL PCie V1.0 ( Unlicensed )</b><br>PRZX0199 002<br>Vendor# 11-175-7464<br>646 /<br>586 /<br>796 /         |
| 100    | 3   | <b>CANpiggy 1050opto (installed)</b><br>CANpiggies come pre-installed in hardware when applicable.<br>PRZX0199 003   |
| 110    | 3   | <b>CANpiggy 5790opto c (installed)</b><br>CANpiggies come pre-installed in hardware when applicable.<br>PRZX0199 004 |
| 170    | 3   | <b>Maintenance Agreement CANoe RUN</b><br>PRZX0199 005<br>Vendor# 11-175-7464  |



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

**PURCHASE ORDER:** TC827100

PAGE 1

US

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI  
48375

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer. On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order. This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative. If Government Contract Number is Shown Hereon, additional terms and conditions Attached hereto Apply.

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) Copies of your packing slip must accompany each shipment. Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/22/09  
ALTERNATION ISSUE DATE  
ALTERNATION EFFECTIVE DATE  
BUYER V. BARAD  
PHONE: 586-492-8477  
7801

SHIP VIA  
REFER TO WWW.GMSHIPPING.COM

PAYMENT TERMS

NET 60 DAYS

| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | R.F.O.<br>NUMBER | DATE REQUIRED | TAX CODE / % | SHIP VIA | REFER TO WWW.GMSHIPPING.COM | BASE UNIT PRICE | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |
|------------------|---------------------|-------------------------|-----------|-------------|------------------|---------------|--------------|----------|-----------------------------|-----------------|-------------------|--------------------|
|------------------|---------------------|-------------------------|-----------|-------------|------------------|---------------|--------------|----------|-----------------------------|-----------------|-------------------|--------------------|

THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY  
USD DOLLAR (UNITED STATES)

SUPPLIER HELP DESK FOR GM INDIRECT/MACHINERY AND EQUIPMENT PURCHASING AVAILABLE DURING DETROIT BUSINESS HOURS AT 1-888-376-6115 AND ON-LINE AT IMEHELPDESK@GM.COM  
QUESTIONS RELATED TO PAYMENT ISSUES, PLEASE CONTACT DISBURSEMENTS AT 248-874-4636.

THE PAYMENT TERMS OTHERWISE SET FORTH HEREIN ARE MODIFIED AS FOLLOWS:  
THE PAYMENT DATE SHALL BE NET 60, WITH DISBURSEMENTS OCCURRING ON A WEEKLY PAYMENT CYCLE. PAYMENT WILL BE TRIGGERED UPON BUYER'S RECEIPT OF (A) GOODS OR (B) A VALID INVOICE.

\*SERVICEMEN-LABOR\*  
ADVISE PURCHASING IN WRITING OF INVOICE PRICE IN DETAIL REFERRING TO #. OUTLINE LABOR CHARGES, PARTS AND TRAVEL EXPENSES. FAX TO BUYER.  
FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN UNPAID INVOICES.

A CERTIFICATE OF INSURANCE MUST BE PROVIDED PRIOR TO SELLER ENTERING A GMC FACILITY.

Total  
26645.07

15053400

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE 2

CHMM08 4/93

12060

05/25/10



General Motors Corporation

GENERAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

**PURCHASE ORDER:** TC627100

PAGE 2

US

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI  
48375

MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490  
US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to the Buyer. On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order. This order including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

FO.B DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSHIPPING.COM

|                           |          |                     |
|---------------------------|----------|---------------------|
| ORDER DATE                | 04/22/09 | PHONE: 586-492-8477 |
| ALTERATION ISSUE DATE     | 7801     | V. BARAD            |
| ALTERATION EFFECTIVE DATE |          | Buyer               |
| PURCHASING AGENT          |          |                     |

| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NCUN NAME  | DESCRIPTION  | RFO<br>NUMBER | DATE REQUIRED | TAX CODE / % | SHIP VIA | REFER TO WWW.GMSHIPPING.COM | BASE UNIT PRICE | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |
|------------------|---------------------|-------------------------|--|--|---------------|---------------|--------------|----------|-----------------------------|-----------------|-------------------|--------------------|
| 00001            | 3                   | PRZX0199 001            | 11190 CANOE RUN V7.1<br>MICHAEL R ROSATI 734-320-8588<br>DELIVER TO: GMP HEADQUARTERS<br>895 JOSLYN RD. DOCK #45 INZT DROP ZONE<br>PONTIAC, MI 48340<br>ATTN: MICHAEL ROSATI, 734 320-8588<br>WHO ORDERED: ROSATI 734-320-8588 | PO ISSUED AS PER E MAIL FROM BUYER DTD<br>04/21/09. HJ |               | 09/30/09      | C 0.00%      |          |                             | 5213.2500       |                   | COPY               |
| 00002            | 6                   | PRZX0199 002            | 07136 CANBOARDXL PCIE V1.0<br>MICHAEL R ROSATI 734-320-8588<br>WHO ORDERED: ROSATI 734-320-8588  |  |               | 09/30/09      | C 0.00%      |          |                             | 875.0000        |                   | CARD               |

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE 3

CHAM08 4/93



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING

30009 VAN DYKE

FAX 602-797-6053

WARREN MI

48090

US

SHIP TO:

SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

00000

US

INVOICE TO: & EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI 48375

TO:

MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ 85082-3490  
US

The order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.

On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order. This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller, and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.

If Government Contract Number is Shown Hereon, Additional Terms and Conditions Attached Hereon Apply.

FREIGHT COLLECT DESTINATION UNLESS OTHERWISE INDICATED

SHIP VIA REFER TO WWW.GMSHIPPING.COM

PURCHASE ORDER: TCS27100

PAGE 3

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.

(2) Copies of your packing slip must accompany each shipment. Item Identification Number(s) must be shown on Packing Slips and Invoices.

Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/22/09  
V. BARAD  
7801  
Buyer

ALTERNATION 155UE DATE

ALTERNATION EFFECTIVE DATE

PURCHASING AGENT

| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME   | DESCRIPTION | RFO<br>NUMBER | DATE<br>REQUIRED | TAX<br>CODE / % | SHIP<br>VIA | BASE<br>UNIT PRICE | PRICE<br>MULTIPLE | UNIT<br>OF<br>MEASURE |
|------------------|---------------------|-------------------------|---|-------------|---------------|------------------|-----------------|-------------|--------------------|-------------------|-----------------------|
| 200003           | 9                   | PRZX0199 003            | 22026 CANPIGGY 1050OPTO HIGHSPEED<br>MICHAEL R ROSATI 734-320-8588<br>WHO ORDERED: ROSATI 734-320-8588      |             |               | 09/30/09         | C 0.00%         |             | 155.6100           |                   | PCS                   |
| 200004           | 3                   | PRZX0199 004            | 22022 CANPIGGY 5790OPTO LOWSPEED<br>MICHAEL R ROSATI 734-320-8588<br>WHO ORDERED: ROSATI 734-320-8588       |             |               | 09/30/09         | C 0.00%         |             | 155.6100           |                   | PCS                   |
| 200005           | 3                   | PRZX0199 005            | MA-COR MAINTENANCE AGREEMENT CANOE RUN<br>MICHAEL R ROSATI 734-320-8588<br>WHO ORDERED: ROSATI 734-320-8588 |             |               | 09/30/09         | C 0.00%         |             | 1296.0000          |                   | COPY                  |

CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TTPAT)  
CONTRACT CLAUSE

SPECIAL TERM (U.S.) - C-TTPAT

FOR SELLER'S GOODS TO BE IMPORTED INTO THE UNITED STATES, SELLER SHALL COMPLY WITH ALL APPLICABLE RECOMMENDATIONS OR REQUIREMENTS OF THE UNITED STATES CUSTOMS SERVICE'S CUSTOM-TRADE PARTNERSHIP AGAINST TERRORISM (C-TTPAT) INITIATIVE (FOR INFORMATION GO TO HTTP://WWW.CUSTOMS.USTREAS.GOV/

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE 4

CHMM08 4/93







General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

US

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

39500 ORCHARD HILL PL STE 550

NOVI MI

48375

SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

**PURCHASE ORDER**

TC827100

PAGE 5

SHIP TO:  
00000  
US  
INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636

MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490  
US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to the originator. On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order. This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative. If Government Contract Number is shown hereon, additional terms and conditions attached hereto apply.

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) Copies of your packing slip must accompany each shipment. Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/22/09  
V. BARAD  
7801  
PHONE: 586-492-8477

ALTERATION EFFECTIVE DATE

BUYER

SHIP VIA  
FREIGHT COLLECT  
DESTINATION UNLESS OTHERWISE INDICATED

REFER TO WWW.GMSHIPPING.COM

| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME   | DESCRIPTION | R.F.O.<br>NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |
|------------------|---------------------|-------------------------|---|-------------|------------------|---------------|--------------|-----------------|-------------------|--------------------|
|                  |                     |                         | <p>QUOTATION OR PURCHASE CONTRACT WITHOUT THE PROPER GOVERNMENTAL AUTHORIZATIONS.</p> <p>UNLESS OTHERWISE INDICATED IN THIS RFO, SELLER IS REQUIRED TO HAVE ELECTRONIC DATA INTERCHANGE CAPABILITY WORLDWIDE.</p> <p>"DO NOT BILL SALES OR USE TAX ON ITEMS DELIVERED TO ALL SHIPPED TO LOCATIONS WITH THE STATES LISTED BELOW." GM HOLDS DIRECT PAYMENT AUTHORITY WITH THESE STATES. AS A RESULT, IN ALL OF THE IDENTIFIED STATES BELOW LISTED GM CORPORATE ENTITIES WILL REMIT DIRECTLY TO TAXING AUTHORITIES, ALL SALES OR USE TAX LIABILITY RELATED TO ITS PURCHASE AND USE OF TANGIBLE PERSONAL PROPERTY AND SERVICES (1). THEREFORE, EFFECTIVE IMMEDIATELY, THIS TAX CLAUSE SUPERSEDES ALL TAX CODE INFORMATION FOUND ON THIS ORDER EXCEPT FOR THOSE STATES NOT IDENTIFIED BELOW. FOR THOSE STATES NOT IDENTIFIED BELOW, PLEASE CONTINUE TO FOLLOW THE SPECIFIC TAX CODE INSTRUCTIONS FOUND ON THIS ORDER. LISTED BELOW ARE DIRECT PAY PERMIT OR SALES TAX LICENSE NUMBERS FOR THE STATES, OR GM LOCATIONS WITHIN A STATE, WHERE GM HOLDS DIRECT PAY AUTHORITY:</p> <p>* * * * *</p> <p>GENERAL MOTORS CORPORATION PERMITS:<br/>GEORGIA #044-38-00894-3</p> |             |                  |               |              |                 |                   |                    |

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE

6

CHMAN08 4/93



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:  
SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

**PURCHASE** PAGE 6  
**ORDER:** TC627100

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI  
48375

INVOICE TO:  
EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490  
US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.  
This order is subject to the terms and conditions to which Seller agrees by acceptance of this order.  
The order including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.  
If Government Contract Number is shown hereon, additional terms and conditions Attached Hereon Apply.

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) Copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/22/09  
V. BARAD  
7801  
PHONE: 586-492-8477

ALTERATION ISSUE DATE  
ALTERATION EFFECTIVE DATE  
BUYER

ALTERATION EFFECTIVE DATE  
BUYER

SHIP VIA  
REFER TO WWW.GMSHIPPING.COM

DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

NET 60 DAYS

NET

TERMS

ITEM

QUANTITY ORDERED

ITEM IDENTIFICATION NO.

NOON NAME

DESCRIPTION

RFO NUMBER

DATE REQUIRED

TAX CODE / %

ITEM

QUANTITY ORDERED

ITEM IDENTIFICATION NO.

NOON NAME

DESCRIPTION

RFO NUMBER

DATE REQUIRED

TAX CODE / %

BASE UNIT PRICE

PRICE

MULTIPLE

UNIT OF MEASURE

INDIANA #003-2804890001  
KENTUCKY #0000-10  
KANSAS #98-0003B (FAIRFAX ONLY)  
LOUISIANA #6009013-008DP (SHREVEPORT ONLY)  
MARYLAND #20  
MICHIGAN #ME-0900440  
MISSISSIPPI #4277 (SPO ONLY)  
MISSOURI #11731559  
NEW JERSEY #NJ9-001-683/000  
NEW YORK #DP-003445  
OHIO #98-000613  
OKLAHOMA #137479  
PENNSYLVANIA #02-93450/DP246  
TEXAS #1-38-0572515-0  
VIRGINIA #9980000793  
WISCONSIN #WDP95-01-01012  
\*\*\*\*\*  
ONSTAR CORPORATION PERMIT:  
MICHIGAN #38-3506814  
\*\*\*\*\*  
SATURN CORPORATION PERMITS:  
MICHIGAN #38-2577506  
TENNESSEE #100315259  
\*\*\*\*\*  
FURTHER, IF THIS ORDER RELATES TO THE CONSTRUCTION  
CONTRACT FOR REAL PROPERTY, ALL APPLICABLE SALES AND

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ORIGINAL

CONTINUE PAGE

7

CHAM08 4/93



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

US

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI  
48375

SHIP TO:

00000

US

INVOICE TO:

& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

US

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**PURCHASE ORDER:** TC827100

PAGE 7

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Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/22/09  
V. BARAD  
7801

ALTERATION ISSUE DATE

ALTERATION EFFECTIVE DATE

PHONE: 586-492-8477  
Buyer  
PURCHASING AGENT

FOB DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

SHIP VIA  
REFER TO WWW.GMSHIPPING.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME   | DESCRIPTION | R.F.O. NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|---------------|------------------|-------------------------|---|-------------|---------------|---------------|--------------|-----------------|----------------|-----------------|
|               |                  |                         | <p>USE TAXES ARE THE RESPONSIBILITY OF THE CONTRACTOR (WITH THE EXCEPTION OF TEXAS), AND SHOULD BE INCLUDED IN THE CONTRACTOR'S BID AS REQUIRED PURSUANT TO SECTION 3.9 AND SECTION R3.2 OF THE GM1638 (05/05) OR SECTION 6 OF THE GM1638A (08/02), UNLESS THE RESPONSIBILITY FOR PAYMENT OF SALES &amp; USE TAXES ARE OTHERWISE SPECIFICALLY OUTLINED IN THE CONTRACT. WITH REFERENCE TO TEXAS: IF THE ORDER RELATES TO A CONSTRUCTION CONTRACT FOR REAL PROPERTY, THE CONTRACTOR SHOULD ISSUE ALL CONTRACTS AS SEPARATED CONTRACTS AND AS SUCH SHOULD NOT INCLUDE SALES TAX IN THE COST OF INCORPORATED MATERIALS OR EQUIPMENT. IN ADDITION, THE CONTRACTOR SHOULD NOT BILL GM (GENERAL MOTORS CORPORATION ONLY) FOR SALES TAX ON THE SEPARATED COSTS OF MATERIAL OR LABOR. GM WILL ACCRUE AND REMIT THE APPROPRIATE SALES TAX DIRECTLY TO THE STATE OF TEXAS UNDER THE DIRECT PAY PERMIT.</p> <p>*****<br/>ANY QUESTIONS ON THE ABOVE SHOULD BE DIRECTED TO THE FOLLOWING:<br/>*****<br/>DISBURSEMENT SERVICES -<br/>CUSTOMER COMMUNICATION CENTER<br/>PHONE: (248) 874-4636<br/>*****</p> |             |               |               |              |                 |                |                 |

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ORIGINAL

CONTINUE PAGE

8

CHMM08 4/93



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

**PURCHASE ORDER**  
# TC527100

PAGE 8

US

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI  
48375

MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

US

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| PAYMENT TERMS |             |  |  | FREIGHT COLLECT |  |  |  | SHIP VIA                    |  |  |  |
|---------------|-------------|--|--|-----------------|--|--|--|-----------------------------|--|--|--|
| NET           | NET 60 DAYS |  |  | FOB             | DESTINATION UNLESS OTHERWISE INDICATED |  |  | REFER TO WWW.GMSHIPPING.COM |  |  |  |

| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION   | RFO<br>NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |  |  |
|------------------|---------------------|-------------------------|-----------|---|---------------|---------------|--------------|-----------------|-------------------|--------------------|--|--|
|                  |                     |                         | (1)       | EXCLUDING ALL TELECOMMUNICATIONS SERVICES, HOTELS, AND MEAL PURCHASES. TAX IS TO BE PAID DIRECTLY TO THE SUPPLIER OF THESE ITEMS.   |               |               |              |                 |                   |                    |  |  |
|                  |                     |                         |           | ADDITIONAL PROVISIONS FOR NON-TECHNICAL SERVICES<br>1. PROVISION OF SERVICES; STANDARD OF WORKMANSHIP<br>SELLER AGREES TO PROVIDE SERVICES TO BUYER IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT AND THE STATEMENT OF REQUIREMENTS, WHICH HAS BEEN PROVIDED TO SELLER AND IS INCORPORATED INTO THIS CONTRACT BY REFERENCE ("SERVICES"). SERVICES WILL BE PERFORMED BY COMPETENT PERSONNEL, AND WILL BE OF PROFESSIONAL QUALITY, CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS FOR THE PERFORMANCE OF SUCH SERVICES.<br>SELLER WILL ENSURE THAT IT HAS ALL NECESSARY RESOURCES TO PROVIDE THE SERVICES, INCLUDING, WITHOUT LIMITATION, PROPERLY TRAINED AND LICENSED PERSONNEL, MACHINERY, EQUIPMENT AND MATERIALS.<br>2. PAYMENT FOR SERVICES; EXPENSES<br>SELLER WILL BE PAID AS SET FORTH IN THIS CONTRACT, BUT SUCH PAYMENTS MAY NOT EXCEED THE PRICE ESTIMATE STATED IN THIS CONTRACT WITHOUT BUYER'S WRITTEN APPROVAL. BUYER WILL ALSO REIMBURSE ANY REASONABLE AND NECESSARY OUT-OF-POCKET TRAVEL COSTS IN ACCORDANCE WITH BUYER'S TRAVEL GUIDELINES (A COPY OF WHICH HAS BEEN RECEIVED BY SELLER), AS WELL AS THE |               |               |              |                 |                   |                    |  |  |

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Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/22/09  
V. BARAD  
7801  
PHONE: 586-492-8477  
Buyer

ALTERATION ISSUE DATE  
ALTERATION EFFECTIVE DATE  
PURCHASING AGENT

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE 9

CHMM08 4/93



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

**PURCHASE ORDER:** TCS27100

PAGE 9

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI  
48375

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490 US

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GOVERNMENT Contract Number is shown hereon, additional terms and conditions attached hereto apply.

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Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/22/09  
ALTERNATION ISSUE DATE 7801  
PHONE: 586-492-8477  
V. BARAD  
Buyer

ALTERATION EFFECTIVE DATE

PURCHASING AGENT

| PAYMENT TERMS |                  |                         |           | FREIGHT COLLECT |               |               |              | SHIP VIA                               |                             |                 |                |
|---------------|------------------|-------------------------|-----------|-----------------|---------------|---------------|--------------|--|-----------------------------|-----------------|----------------|
| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION     | R.F.O. NUMBER | DATE REQUIRED | TAX CODE / % | DESTINATION UNLESS OTHERWISE INDICATED | REFER TO WWW.GMSHIPPING.COM | BASE UNIT PRICE | PRICE MULTIPLE |

COST OF ANY APPROVED SUBCONTRACTED SERVICES. ALL SUCH COSTS MUST BE PREVIOUSLY APPROVED BY BUYER IN WRITING AND WILL BE BILLED WITHOUT MARK-UP.

PRICES SHOWN IN THIS CONTRACT ARE EXCLUSIVE OF VALUE ADDED TAX (VAT). WHEN VAT IS CHARGED BY SELLER, SELLER MUST PROVIDE AN ORIGINAL INVOICE ISSUED TO THE BUYER, ITEMIZING VAT AS A SEPARATE LINE ITEM.

INVOICES SHALL BE SUBMITTED BY SELLER IN ACCORDANCE WITH THE STATEMENT OF REQUIREMENTS, FOLLOWING PROVISION OF SERVICES, AND WILL BE PAID BY BUYER ON THE DATE ESTABLISHED BY BUYER'S MULTILATERAL NETTING SYSTEM (MNS-2), WHICH PROVIDES, ON AVERAGE, THAT PAYMENT SHALL BE MADE ON THE SECOND DAY OF THE SECOND MONTH FOLLOWING THE DATE OF BUYER'S RECEIPT OF THE SERVICES.

3. DELIVERABLES; RIGHTS  
UPON PAYMENT TO SELLER UNDER THE TERMS OF THIS CONTRACT, ANY WRITTEN WORK PRODUCT AND OTHER MATERIALS THAT SELLER DELIVERS TO BUYER (THE "DELIVERABLES") BECOME THE EXCLUSIVE PROPERTY OF BUYER. BUYER SHALL BE THE OWNER OF ALL RIGHTS IN DELIVERABLES, INCLUDING, BUT NOT LIMITED TO, TRADE NAMES, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS,

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE 10

CHMM08 4/93



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

US

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

39500 ORCHARD HILL PL STE 550

NOVI MI

48375

SHIP TO:  
SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

00000

US

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636

MAIL INVOICE: GM FSS ABP

PO BOX 63490, PHOENIX AZ

85082-3490

US

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FOB DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSHIPPING.COM

PURCHASE PAGE 10  
ORDER: TCS27100

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
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Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/22/09  
V. BARAD  
PHONE: 586-492-8477

ALTERATION ISSUE DATE 7801  
Buyer

ALTERATION EFFECTIVE DATE  
PURCHASING AGENT

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME   | DESCRIPTION | RFO NUMBER | DATE REQUIRED | TAX CODE % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|---------------|------------------|-------------------------|---|-------------|------------|---------------|------------|-----------------|----------------|-----------------|
|               |                  |                         | <p>BOTH AS WORKS IN PROCESS AND AS FINISHED PRODUCTS. ANY COPYRIGHT COVERING SUCH MATERIALS, IF REGISTERED, SHALL BE REGISTERED IN THE NAME OF BUYER. BUYER SHALL HAVE THE RIGHT TO MAKE USE OF THE DELIVERABLES AS IT SHALL DETERMINE, WITHOUT PAYMENT OF ANY COMPENSATION TO SELLER OTHER THAN AS PROVIDED IN THIS CONTRACT.</p> <p>TO THE EXTENT THAT ANY PREEXISTING MATERIALS OF SELLER OR ANY SUBCONTRACTOR OF SELLER ARE CONTAINED IN THE DELIVERABLES, SELLER GRANTS TO BUYER AN IRREVOCABLE, WORLDWIDE, ROYALTY-FREE LICENSE TO SUCH PREEXISTING MATERIALS. TO THE EXTENT THAT SELLER UTILIZES ANY OF ITS OR A SUBCONTRACTOR'S PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY HARDWARE OR SOFTWARE OF SELLER OR A SUBCONTRACTOR OR ANY PROPRIETARY OR CONFIDENTIAL INFORMATION OF SELLER OR SUBCONTRACTOR OR ANY TRADE SECRETS OF SELLER OR A SUBCONTRACTOR) IN PERFORMING SERVICES UNDER THIS CONTRACT, SUCH PROPERTY REMAINS THE PROPERTY OF SELLER OR SUBCONTRACTOR AND, EXCEPT FOR THE LICENSE GRANTED TO BUYER IN THE PRECEDING SENTENCE, BUYER WILL ACQUIRE NO INTEREST OR RIGHT IN SUCH PROPERTY.</p> <p>SELLER REPRESENTS AND WARRANTS THAT IT HAS ALL NECESSARY RIGHTS TO GRANT BUYER THE RIGHTS TO THE</p> |             |            |               |            |                 |                |                 |

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE

11

CHMM08 4/93



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI 48090

SHIP TO:

SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

**PURCHASE ORDER**  
TC827100

PAGE 11

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI 48375

INVOICE TO: & EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ 85082-3490

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Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/22/09  
V. BARAD  
PHONE: 586-492-8477

ALTERATION EFFECTIVE DATE

BUYER

SHIP VIA  
FREIGHT COLLECT  
DESTINATION UNLESS OTHERWISE INDICATED

REFER TO WWW.GMSHIPPING.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION   | R.F.O. NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|---------------|------------------|-------------------------|-----------|---|---------------|---------------|--------------|-----------------|----------------|-----------------|
| NET           | NET 60 DAYS      |                         |           |   |               |               |              |                 |                |                 |
|               |                  |                         |           | DELIVERABLES AS SET FORTH ABOVE, WITHOUT VIOLATING OR INFRINGING UPON ANY THIRD PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. THE SELLER WILL OBTAIN ALL NECESSARY EMPLOYEE OR THIRD-PARTY AGREEMENTS TO ENSURE IT HAS SUCH RIGHTS, INCLUDING, WITHOUT LIMITATION, ANY MORAL RIGHTS.   |               |               |              |                 |                |                 |
|               |                  |                         |           | SELLER AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY BUYER, ITS SUCCESSORS AND CUSTOMERS AGAINST ANY CLAIMS OF INFRINGEMENT (INCLUDING PATENT, TRADEMARK, COPYRIGHT, INDUSTRIAL DESIGN RIGHT, OR OTHER PROPRIETARY RIGHT, OR MISUSE OR MISAPPROPRIATION OF TRADE SECRET) AND RESULTING DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S AND OTHER PROFESSIONAL FEES) ARISING IN ANY WAY IN RELATION TO THE SERVICES OR THE DELIVERABLES. SELLER EXPRESSLY WAIVES ANY CLAIM AGAINST BUYER THAT SUCH INFRINGEMENT AROSE OUT OF COMPLIANCE WITH BUYER'S SPECIFICATION. |               |               |              |                 |                |                 |
|               |                  |                         |           | 4. CONFIDENTIALITY  |               |               |              |                 |                |                 |
|               |                  |                         |           | FOR PURPOSE OF THIS SECTION 4, BUYER'S INFORMATION MEANS ALL INFORMATION (ORAL OR WRITTEN) AND DOCUMENTS (IN ANY MEDIUM) THAT HAVE BEEN FURNISHED TO SELLER BY BUYER, OR HAS BEEN DEVELOPED BY SELLER IN CONNECTION "PERSONALLY IDENTIFIABLE DATA," AS DEFINED IN SECTION   |               |               |              |                 |                |                 |

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE

12

CHMM08 4/93





General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:  
SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

**PURCHASE** PAGE 12  
**ORDER :** TC527100

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI  
48375

INVOICE TO:  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490  
US

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Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/22/09  
V. BARAD  
7801  
PHONE: 586-492-8477  
Buyer

ALTERATION EFFECTIVE DATE  
Purchasing Agent

DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

SHIP VIA  
REFER TO WWW.GMSHIPPING.COM

| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME   | DESCRIPTION | RFO<br>NUMBER | DATE REQUIRED | TAX CODE /% | BASE UNIT PRICE | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |
|------------------|---------------------|-------------------------|---|-------------|---------------|---------------|-------------|-----------------|-------------------|--------------------|
|                  |                     |                         | <p>11. BUYER IS WILLING TO DISCLOSE BUYER'S INFORMATION ONLY WITH THE UNDERSTANDING THAT SELLER WILL MAINTAIN ITS CONFIDENTIALITY. SELLER ACKNOWLEDGES THAT BUYER'S INFORMATION IS BEING DISCLOSED TO SELLER FOR THE SOLE PURPOSE OF PERMITTING SELLER TO PERFORM THE SERVICES, AND AGREES THAT IT WILL NOT USE BUYER'S INFORMATION FOR ANY OTHER PURPOSE. IN ADDITION, SELLER AGREES THAT IT WILL NOT DISCLOSE, DISSEMINATE OR OTHERWISE MAKE AVAILABLE BUYER'S INFORMATION TO ANYONE, OTHER THAN TO THOSE EMPLOYEES WHO HAVE A NEED TO KNOW IN ORDER FOR SELLER TO FULFILL ITS OBLIGATIONS UNDER THIS CONTRACT, WITHOUT THE PRIOR WRITTEN AGREEMENT OF BUYER. SELLER'S EMPLOYEES, ANY OTHER PERSON CONSENTED TO BY BUYER, TO WHOM BUYER'S INFORMATION IS MADE AVAILABLE SHALL SIGN AN AGREEMENT CONTAINING OBLIGATIONS SIMILAR TO THOSE CONTAINED IN THIS SECTION 4 AND IN SECTION 11.</p> <p>SELLER SHALL PROVIDE FOR THE PHYSICAL, MANAGERIAL AND ELECTRONIC SECURITY OF BUYER'S INFORMATION SUCH THAT THE BUYER'S INFORMATION IS REASONABLY MAINTAINED AND SECURED, ENSURING IT IS SAFE FROM UNAUTHORIZED ACCESS OR USE DURING UTILIZATION, TRANSMISSION AND STORAGE. SHOULD ANY UNAUTHORIZED BREACH OCCUR, SELLER SHALL NOTIFY BUYER AS SOON AS REASONABLY PRACTICABLE, BUT NOT LATER THAN 24 HOURS AFTER THE</p> |             |               |               |             |                 |                   |                    |

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE

13

CHAM08 4/93



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:  
SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

**PURCHASE ORDER:** TCS27100  
PAGE 13

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI  
48375

INVOICE TO:  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

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This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.  
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereon Apply.

FOB DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

SHIP VIA  
REFER TO WWW.GMSHIPPING.COM

ORDER DATE 04/22/09  
V. BARAD  
7801  
PHONE: 586-492-8477

ALTERATION ISSUE DATE  
ALTERATION EFFECTIVE DATE

BUYER  
PURCHASING AGENT

|                  |                     |                         |   |  |               |                             |             |                 |                   |                    |
|------------------|---------------------|-------------------------|---|--|---------------|-----------------------------|-------------|-----------------|-------------------|--------------------|
| PAYMENT TERMS    |                     | FO.B                    |   | DESTINATION UNLESS OTHERWISE INDICATED |               | SHIP VIA                    |             |                 |                   |                    |
| NET 60 DAYS      |                     | FREIGHT COLLECT         |   |  |               | REFER TO WWW.GMSHIPPING.COM |             |                 |                   |                    |
| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME   | DESCRIPTION                            | RFO<br>NUMBER | DATE REQUIRED               | TAX CODE /% | BASE UNIT PRICE | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |
|                  |                     |                         | SELLER BECOMES AWARE OF SUCH BREACH.  |  |               |                             |             |                 |                   |                    |
|                  |                     |                         | AT BUYER'S REQUEST OR UPON COMPLETION OF SELLER'S USE OF BUYER'S INFORMATION, SELLER WILL RETURN ALL COPIES OF BUYER'S INFORMATION TO BUYER OR, AT BUYER'S REQUEST, WILL DESTROY BUYER'S INFORMATION AND CERTIFY SUCH DESTRUCTION TO BUYER. SELLER MAY RETAIN A COPY OF BUYER'S INFORMATION, FOR ARCHIVAL PURPOSES ONLY, SUBJECT TO SELLER'S CONTINUING OBLIGATIONS UNDER THIS SECTION 4.   |  |               |                             |             |                 |                   |                    |
|                  |                     |                         | SELLER FURTHER AGREES TO INDEMNIFY AND HOLD BUYER HARMLESS FROM ALL LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS, CLAIMS, DEMANDS AND EXPENSES (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES), ARISING OUT OF THE DISCLOSURE OR IMPROPER USE OF BUYER'S INFORMATION BY SELLER OR SELLER'S EMPLOYEES. SELLER WILL IMMEDIATELY NOTIFY BUYER UPON LEARNING OF ANY UNAUTHORIZED USE OR DISCLOSURE OF ANY BUYER'S INFORMATION. |  |               |                             |             |                 |                   |                    |
|                  |                     |                         | SELLER RECOGNIZES THAT THE DISCLOSURE OF BUYER'S INFORMATION MAY GIVE RISE TO IRREPARABLE INJURY AND ACKNOWLEDGES THAT REMEDIES OTHER THAN INJUNCTIVE RELIEF MAY NOT BE ADEQUATE. ACCORDINGLY, BUYER HAS  |  |               |                             |             |                 |                   |                    |

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ORIGINAL

CONTINUE PAGE

14

CHMM08 4/93



**General Motors Corporation**  
**GENERAL PURCHASING**  
 30009 VAN DYKE  
 FAX 602-797-6053  
 WARREN MI  
 48090 US

**VENDOR NUMBER 11-175-7464**  
**VECTOR CANTECH INC**  
 39500 ORCHARD HILL PL STE 550  
 NOVI MI  
 48375

SHIP TO:  
 SEE BODY OF PURCHASE ORDER  
 FOR SHIPPING ADDRESS

00000 US

INVOICE TO:  
 & EQUIP ONLY. QUESTIONS TO:  
 CUSTOMER SERVICE 248 874-4636  
 MAIL INVOICE: GM FSS ABP  
 PO BOX 63490, PHOENIX AZ  
 85082-3490 US

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 If Government Contract Number is shown hereon, additional terms and conditions Attached hereto apply.

FOB DESTINATION UNLESS OTHERWISE INDICATED  
 FREIGHT COLLECT

SHIP VIA  
 REFER TO WWW.GMSHIPPING.COM

**PURCHASE** PAGE 14  
**ORDER:** TC527100

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
 (2) Copies of your packing slip must accompany each shipment.  
 Item Identification Number(s) must be shown on Packing Slips and Invoices.  
 Invoice Attn: Accounts Payable  
 Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/22/09  
 ALTERATION ISSUE DATE  
 ALTERATION EFFECTIVE DATE  
 PHONE: 586-492-8477  
 V. BARAD  
 7801 Buyer

ALTERATION EFFECTIVE DATE  
 PURCHASING AGENT

| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME   | DESCRIPTION | RFO<br>NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |
|------------------|---------------------|-------------------------|---|-------------|---------------|---------------|--------------|-----------------|-------------------|--------------------|
|                  |                     |                         | IN THE EVENT SELLER IS REQUIRED TO DISCLOSE BUYER'S INFORMATION IN CONNECTION WITH ANY JUDICIAL PROCEEDING OR GOVERNMENT INVESTIGATION, THEN SELLER SHALL PROMPTLY NOTIFY BUYER AND ALLOW A REASONABLE TIME FOR BUYER TO SEEK A PROTECTIVE ORDER FROM THE APPROPRIATE COURT OR GOVERNMENT AGENCY. THEREAFTER, SELLER MAY DISCLOSE BUYER'S INFORMATION TO THE EXTENT REQUIRED BY LAW, SUBJECT TO ANY APPLICABLE PROTECTIVE ORDER.<br><br>IN ADDITION, SELLER RECOGNIZES THAT ITS CLOSE ASSOCIATION WITH BUYER'S PERSONNEL AND ACCESS TO BUYER'S INFORMATION IN THE COURSE OF PERFORMING THIS CONTRACT MAY ENABLE SELLER TO EVALUATE PUBLICLY AVAILABLE INFORMATION ABOUT BUYER FROM AN INSIDER'S PERSPECTIVE AND THAT BUYER'S PROPRIETARY INFORMATION WOULD BE REVEALED IF SUCH EVALUATIONS WERE PUBLISHED. THEREFORE, SELLER AGREES NOT TO PUBLISH, OR HELP ANYONE PUBLISH, ANYTHING WHATSOEVER ABOUT BUYER CONCERNING THE SUBJECT MATTER OF THIS CONTRACT, |             |               |               |              |                 |                   |                    |

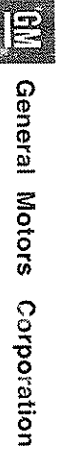
A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE

15

CHMM08 4/93



General Motors Corporation

GENERAL PURCHASING  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:  
SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

**PURCHASE ORDER:** TCS27100  
PAGE 15

US

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI  
48375

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.  
The terms and conditions of this order are subject to the terms and conditions of the contract, the contract and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions.  
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

SHIP VIA  
REFER TO WWW.GMSHIPPING.COM

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) Copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE  
04/22/09  
V. BARAD  
7801  
PHONE: 586-492-8477  
Buyer

ALTERATION EFFECTIVE DATE

PURCHASING AGENT

DESTINATION UNLESS OTHERWISE INDICATED

FREIGHT COLLECT

REO NUMBER

DATE REQUIRED TAX CODE / %

BASE UNIT PRICE

PRICE MULTIPLE

UNIT OF MEASURE

NET 60 DAYS

ITEM QUANTITY ORDERED

ITEM IDENTIFICATION NO.

NOUN NAME

DESCRIPTION

EXCEPT WITH THE PRIOR WRITTEN CONSENT OF BUYER.

5. CHANGES

BUYER RESERVES THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, TO DIRECT CHANGES TO THE STATEMENT OF REQUIREMENTS, AND SELLER AGREES TO PROMPTLY EFFECT SUCH CHANGES. ANY DIFFERENCE IN PRICE OR TIME FOR PERFORMANCE RESULTING FROM SUCH CHANGES SHALL BE EQUITABLY ADJUSTED BY BUYER AFTER RECEIPT OF DOCUMENTATION IN SUCH FORM AND DETAIL AS BUYER MAY DIRECT. ANY CHANGES TO THIS CONTRACT SHALL BE MADE IN ACCORDANCE WITH PARAGRAPH 31 OF THE GENERAL TERMS AND CONDITIONS.

6. INFORMATION GATHERING PRACTICES

WITHOUT LIMITING PARAGRAPH 25 OF THE GENERAL TERMS AND CONDITIONS, SELLER HEREBY AGREES THAT ITS ACQUISITION OF INFORMATION ON BEHALF OF BUYER SHALL BE IN COMPLIANCE WITH ALL APPLICABLE LAWS AND, IN ADDITION, SHALL BE IN COMPLIANCE WITH THE FOLLOWING ETHICAL PRINCIPLE EXCERPTED FROM THE GM GUIDELINES FOR EMPLOYEE CONDUCT:

"THERE ARE, HOWEVER, IMPORTANT LIMITATIONS ON HOW

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ORIGINAL

CONTINUE PAGE

16

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General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI 48090

US

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

39500 ORCHARD HILL PL STE 550

NOVI MI 48375

SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

00000 US

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636

MAIL INVOICE: GM FSS ABP

PO BOX 63490, PHOENIX AZ 85082-3490 US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to the originator within 10 days of receipt. On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order. This order including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative. If Government Contract Number is shown hereon, additional terms and conditions attached hereto apply.

**PURCHASE ORDER** PAGE 16  
TC527100

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/22/09  
ALTERNATION ISSUE DATE 7801  
ALTERNATION EFFECTIVE DATE  
BUYER

PHONE: 586-492-8477  
V. BARAD  
801  
BUYER

SHIP VIA REFER TO WWW.GMSHIPPING.COM

| PAYMENT TERMS |                  | FREIGHT COLLECT                        |  | SHIP VIA                    |               |               |              |                 |                |                 |  |
|---------------|------------------|--|--|-----------------------------|---------------|---------------|--------------|-----------------|----------------|-----------------|--|
| NET           | NET 60 DAYS      | DESTINATION UNLESS OTHERWISE INDICATED |  | REFER TO WWW.GMSHIPPING.COM |               |               |              |                 |                |                 |  |
| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO.                | NOUN NAME  | DESCRIPTION                 | R.F.O. NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |  |
|               |                  |  | AND WHAT COMPETITIVE INFORMATION MAY BE OBTAINED.<br>NO IMPROPER MEANS MAY BE USED TO ACQUIRE<br>CONFIDENTIAL OR PROPRIETY INFORMATION FROM ANY<br>COMPETITOR, SUPPLIER OR CUSTOMER. IMPROPER<br>MEANS WOULD INCLUDE ANY FORM OF INDUSTRIAL<br>ESPIONAGE, THE PAYMENT OF MONEY OR GIVING OF ANY<br>FAVOR OR CONSIDERATION, OR THE HIRING OF A<br>COMPETITOR'S EMPLOYEES TO OBTAIN CONFIDENTIAL<br>INFORMATION. INFORMATION WHICH MAY NOT BE SOUGHT<br>WOULD INCLUDE DATA ON A COMPETITOR'S UNANNOUNCED<br>NEW PRODUCTS OR CONFIDENTIAL DATA RELATING TO<br>COSTS, PRICES OR PROFITS. "                                   |                             |               |               |              |                 |                |                 |  |
|               |                  |  | 7. RIGHT TO AUDIT<br><br>BUYER, AT ITS EXPENSE, HAS THE RIGHT TO ENTER ONTO<br>SELLER'S PREMISES TO REVIEW AND/OR AUDIT THE<br>APPROPRIATE RECORDS, INCLUDING THE ADMINISTRATIVE<br>PROCEDURES OF SELLER, TO SUBSTANTIATE THE CHARGES<br>INVOICED UNDER THIS CONTRACT. SELLER WILL PRESERVE<br>ALL PERTINENT DOCUMENTS FOR THE PURPOSE OF AUDITING<br>CHARGES INVOICED BY SELLER FOR A PERIOD OF TWO (2)<br>YEARS AFTER FINAL PAYMENT, OR SUCH LONGER PERIOD AS<br>BUYER SPECIFIES IN THIS CONTRACT. SELLER FURTHER<br>AGREES TO COOPERATE FULLY WITH BUYER WITH ALL<br>REASONABLE REQUESTS OF BUYER DURING REVIEW(S) OR |                             |               |               |              |                 |                |                 |  |

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE 17

CHMM08 4/93



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090 US

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI  
48375

SHIP TO:  
SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

00000 US  
INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490 US

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**PURCHASE** PAGE 17  
**ORDER:** TGS27100

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(2) Copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/22/09  
ALLOCATION ISSUE DATE 7801  
PHONE: 586-492-8477  
V. BARAD  
Buyer

ALTERATION EFFECTIVE DATE  
PURCHASING AGENT

FOB DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

SHIP VIA  
REFER TO WWW.GMSHIPPING.COM

| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME             | DESCRIPTION   | REQ<br>NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |
|------------------|---------------------|-------------------------|-----------------------|---|---------------|---------------|--------------|-----------------|-------------------|--------------------|
|                  |                     |                         |                       | AUDIT(S) AND AGREES THAT SUCH AUDIT MAY BE USED AS A BASIS FOR SETTLEMENT OF DISPUTES WHICH MIGHT ARISE REGARDING PAYMENTS UNDER THIS CONTRACT. WHERE SELLER UTILIZES THE SERVICES OF THIRD PARTIES, SELLER MUST INCLUDE IN ITS CONTRACTS WITH SUCH THIRD PARTIES A "RIGHT TO AUDIT" CLAUSE WITH TERMS AND CONDITIONS SIMILAR TO THOSE SET OUT IN THIS SECTION 7.   |               |               |              |                 |                   |                    |
|                  |                     |                         | 8. SELLER'S PERSONNEL | WHEN, IN THE PERFORMANCE OF THIS CONTRACT, SELLER'S PERSONNEL ARE TO BE LOCATED AT BUYER'S SITE, SELLER WILL FURNISH A COMPLETE LIST OF ALL PERSONNEL TO BE LOCATED AT THE BUYER'S SITE AND SELLER SHALL BE RESPONSIBLE FOR ALL ACTIONS OF ITS PERSONNEL. SELLER AGREES TO COMPLY WITH ALL REGULATIONS AND POLICIES AT BUYER'S SITE, AND BUYER RESERVES THE RIGHT TO BAR EMPLOYEES, REPRESENTATIVES OR AGENTS OF SELLER FROM BUYER'S SITE FOR FAILURE TO OBSERVE SUCH REGULATIONS AND POLICIES. SELLER'S PERSONNEL SHALL IN NO EVENT BE CONSIDERED EMPLOYEES OF BUYER; SELLER WILL REMAIN RESPONSIBLE FOR ALL WAGES, TAXES, BENEFITS, PAYROLL DEDUCTIONS, REMITTANCES, AND OTHER OBLIGATIONS WITH RESPECT TO ITS PERSONNEL. |               |               |              |                 |                   |                    |
|                  |                     |                         | 9. EXCLUSIVE SERVICES |   |               |               |              |                 |                   |                    |

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE

18

CHMM08 4/93



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

US

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI  
48375

SHIP TO:  
SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

00000

US

INVOICE TO:  
INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636

MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490 US

This order is not binding until accepted. Acceptance should be executed on a knowledge copy which should be returned to Buyer.  
This order, including the terms and conditions to which Buyer agrees by acceptance of this order, agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.  
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FOB DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

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Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

|                           |          |                     |
|---------------------------|----------|---------------------|
| ORDER DATE                | 04/22/09 | PHONE: 586-492-8477 |
| ALTERATION ISSUE DATE     |          | V. BARAD            |
| ALTERATION EFFECTIVE DATE |          | 7801                |
|                           |          | Buyer               |
|                           |          | PURCHASING AGENT    |

| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION   | REQ<br>NUMBER | DATE REQUIRED | TAX CODE / % | SHIP VIA | REFER TO WWW.GMSHIPPING.COM | BASE UNIT PRICE | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |
|------------------|---------------------|-------------------------|-----------|---|---------------|---------------|--------------|----------|-----------------------------|-----------------|-------------------|--------------------|
|                  |                     |                         |           | <p>10. MALICIOUS SOFTWARE</p> <p>SELLER SPECIFICALLY WARRANTS AND AGREES THAT SELLER WILL NOT INTRODUCE MALICIOUS SOFTWARE INTO BUYER'S EQUIPMENT, DATABASE(S) OR NETWORK(S). IN THE EVENT THAT SELLER DOES INTRODUCE MALICIOUS SOFTWARE, SELLER WILL WORK WITH BUYER TO IMMEDIATELY REMOVE SUCH MALICIOUS SOFTWARE FROM ALL INFECTED EQUIPMENT, DATABASE(S) AND NETWORK(S) AND WILL RESTORE SUCH EQUIPMENT, DATABASE(S) AND NETWORK(S) TO THEIR ORIGINAL STATE.</p> <p>11. SELLER'S HANDLING OF PERSONALLY IDENTIFIABLE DATA</p> |               |               |              |          |                             |                 |                   |                    |

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE

19

CHMM08 4/93

**PURCHASE** PAGE 18  
**ORDER: TCS27100**



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:  
SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

**PURCHASE ORDER** PAGE 19  
ORDER: TCS27100

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI  
48375

INVOICE TO:  
INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
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If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereon Apply.

ORDER DATE 04/22/09  
ALTERNATION ISSUE DATE  
ALTERNATION EFFECTIVE DATE  
PHONE: 586-492-8477  
V. BARAD  
7801  
BUYER  
PURCHASING AGENT

FO.B DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

SHIP VIA  
REFER TO WWW.GMSHIPPING.COM

| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION  | R.F.Q.<br>NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |
|------------------|---------------------|-------------------------|-----------|--|------------------|---------------|--------------|-----------------|-------------------|--------------------|
|                  |                     |                         |           | BUYER HAS PRIVACY STATEMENTS ("PRIVACY STATEMENTS") IN PLACE THAT EXPLAIN TO THIRD PARTIES, SUCH AS CUSTOMERS, POTENTIAL CUSTOMERS AND EMPLOYEES, HOW BUYER HANDLES THEIR "PERSONALLY IDENTIFIABLE DATA," THAT IS, ANY INDIVIDUALLY IDENTIFIABLE DATA FROM OR ABOUT A PERSON OR DATA WHICH, WHEN ASSOCIATED WITH OTHER DATA IN THE HANDS OF OR AVAILABLE TO SELLER, ALLOWS FOR EITHER IDENTIFICATION OF AN INDIVIDUAL OR FOR AN INCREASE IN DATA ABOUT AN IDENTIFIED OR IDENTIFIABLE INDIVIDUAL. PERSONALLY IDENTIFIABLE DATA SHALL INCLUDE, BUT NOT BE LIMITED TO:<br>A) FIRST AND LAST NAME; (B) A HOME ADDRESS OR OTHER PHYSICAL ADDRESS, INCLUDING STREET NAME AND NAME OF CITY OR TOWN; (C) AN EMAIL ADDRESS OR OTHER ONLINE CONTACT DATA (E.G., INSTANT MESSAGING USER IDENTIFIER); (D) A TELEPHONE NUMBER; (E) A SOCIAL SECURITY NUMBER; (F) AN INTERNET PROTOCOL ADDRESS; (G) A PERSISTENT IDENTIFIER (E.G., A UNIQUE CUSTOMER NUMBER IN A COOKIE); AND (H) ANY OTHER DATA THAT IS COMBINED WITH ANY OF THE ABOVE.<br><br>SELLER SHALL TREAT THE PERSONALLY IDENTIFIABLE DATA AS BUYER'S INFORMATION UNDER SECTION 4. IN ADDITION, SELLER RECOGNIZES THAT BUYER'S PRIVACY STATEMENTS, AS WELL AS CERTAIN LAWS WHICH MAY BE APPLICABLE, ALLOW DATA SUBJECTS THE |                  |               |              |                 |                   |                    |

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE

20

CHMM08 4/93





General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI 48090 US

SHIP TO:

SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

**PURCHASE ORDER:** TCS27100

PAGE 20

INVOICE TO: & EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ 85082-3490 US

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Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI 48375

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.  
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If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereon Apply.

ORDER DATE 04/22/09  
ALLOCATION ISSUE DATE 7801  
PHONE: 586-492-8477  
V. BARAD  
BUYER

ALTERATION EFFECTIVE DATE

PURCHASING AGENT

FOB DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSHIPPING.COM

|  |                     |                         |  |             |               |               |             |                 |                   |                   |  |
|--|---------------------|-------------------------|--|-------------|---------------|---------------|-------------|-----------------|-------------------|-------------------|--|
| 1 SECTION 1 Pg 49 of 150   |                     |                         |  |             |               |               |             |                 |                   |                   |  |
| PAYMENT TERMS  |                     |                         |  |             |               |               |             |                 |                   |                   |  |
| NET 60 DAYS  |                     |                         |  |             |               |               |             |                 |                   |                   |  |
| FREIGHT COLLECT  |                     |                         |  |             |               |               |             |                 |                   |                   |  |
| FO.B DESTINATION UNLESS OTHERWISE INDICATED  |                     |                         |  |             |               |               |             |                 |                   |                   |  |
| SHIP VIA   |                     |                         |  |             |               |               |             |                 |                   |                   |  |
| REFER TO WWW.GMSHIPPING.COM  |                     |                         |  |             |               |               |             |                 |                   |                   |  |
| ITEM<br>SEQUENCE   | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME  | DESCRIPTION | RFO<br>NUMBER | DATE REQUIRED | TAX CODE /% | BASE UNIT PRICE | PRICE<br>MULTIPLE | UNIT OF<br>MEASUR |  |
|  |                     |                         | RIGHT TO ACCESS, CORRECT OR HAVE DELETED CERTAIN PERSONALLY IDENTIFIABLE DATA, AS WELL AS TO MAKE AND CHANGE CERTAIN CHOICES WITH RESPECT TO THE PERMISSIBLE USE OF PERSONALLY IDENTIFIABLE DATA. SIMILARLY, BUYER HAS THE RIGHT TO CHANGE ITS PRIVACY STATEMENTS FROM TIME TO TIME AND MODIFY CERTAIN CHOICES GIVEN TO DATA SUBJECTS WITH RESPECT TO THEIR PERSONALLY IDENTIFIABLE DATA. TO ENSURE THAT REQUESTS FROM DATA SUBJECTS ARE EXPEDITIOUSLY HANDLED, SELLER AGREES THAT ANY SUCH REQUEST FOR ACCESS, CHANGE, CORRECTION, OR CHOICE MODIFICATION OF PERSONALLY IDENTIFIABLE DATA MADE BY OR THROUGH BUYER, OR MADE PURSUANT TO PROCEDURES ESTABLISHED BY BUYER, BE EFFECTED IN A MANNER WHICH WILL RESULT IN COMPLETION OF THE ACTION IN A PERIOD NO LONGER THAN 30 DAYS, INCLUSIVE OF ANY TIME REQUIRED BY SELLER'S SUBCONTRACTORS. |             |               |               |             |                 |                   |                   |  |
| UPON BUYER'S REQUEST, SELLER SHALL CAUSE ITS INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS TO CONFIRM SELLER'S PERFORMANCE OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT. IN ADDITION, SELLER SHALL ALLOW THE AUDIT OF ITS OBLIGATIONS UNDER THIS AGREEMENT BY BUYER OR ITS AUTHORIZED REPRESENTATIVE. |                     |                         |  |             |               |               |             |                 |                   |                   |  |

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CONTINUE PAGE 21

CHMM08 4/93



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:  
SEE BODY OF PURCHASE ORDER  
FOR SHIPPING ADDRESS

**PURCHASE ORDER** : TCS27100  
PAGE 21

VENDOR NUMBER 11-175-7464  
VECTOR CANTECH INC  
39500 ORCHARD HILL PL STE 550  
NOVI MI  
48375

INVOICE TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

This order is not binding until accepted. Acceptance should be evidenced on acknowledgment copy which should be returned to Buyer.  
On the reverse side listed are the terms and conditions to which Seller agrees by acceptance of this order.  
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.  
If Government Contract Number is shown hereon, additional terms and conditions Attached hereto apply.

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) Copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 04/22/09  
ALTERNATION ISSUE DATE 7801  
BUYER  
PURCHASING AGENT

FO.B DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

SHIP VIA  
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| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME  | DESCRIPTION | REQ<br>NUMBER | DATE REQUIRED | TAX CODE /% | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |
|------------------|---------------------|-------------------------|--|-------------|---------------|---------------|-------------|-------------------|--------------------|
|                  |                     |                         | 12. DELETED GENERAL TERMS AND CONDITIONS PARAGRAPHS<br>PARAGRAPHS 2,3,4,5,7,9,10,14,15,18,20 AND 22 OF<br>BUYER'S GENERAL TERMS AND CONDITIONS ARE DELETED.<br>(7X) 10-24-02<br>TERMS AND CONDITIONS SEPTEMBER 2004, APPLY<br>OF WHICH SUPPLIER HAS RECEIVED A COPY. |             |               |               |             |                   |                    |

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ORIGINAL

LAST PAGE